



# City of Austin

## Aviation Department

### Austin-Bergstrom International Airport

3600 Presidential Blvd., Ste. 411, Austin, Texas 78719

512/530-2242 Fax: 512/530-6660

April 3, 2020

Ms. Stefanie Quimby  
Governmental Accounting Representative  
Texas Disposal Systems, Inc.  
P.O. Box 17126  
Austin, Texas 78760

**Subject: City of Austin – Department of Aviation (Austin-Bergstrom International Airport) COVID-19 Emergency Operations Summary**

Austin-Bergstrom International Airport (ABIA) has experienced a drastic decline in passenger traffic due to the COVID-19 pandemic. Terminal operations are down over 90 percent. The impact of this crisis has significantly affected airport waste diversion programs and facility waste generation volumes. The airport anticipates reduced operations through May 2020.

We intend to conduct weekly audits of airport waste diversion programs and hold bi-monthly meetings with Texas Disposal System (TDS) to support our waste diversion partnership.

The summary below captures the implemented changes that went into effect April 1, 2020.

**Summary of negotiated operational changes.**

- Labor requirements:
  - One lead position 70 hours per week
- Suspend terminal compost program:
  - Suspend composting labor
- Rental equipment changes:

Equipment	Current Carts Onsite	Cart Rental Starting 4/1/2020	Discontinue Rental of the following carts 4/1/2020
Lanfill	10	8	2
Recycle	56	27	29
Compost	4	0	4
Compost (with back door)	1	0	1
Total	71	35	36

- Suspend rental of one landfill 35yd compactors and associated equipment
- Suspend rental of one recycle 35yd compactor and all associated equipment
- Suspend rental of one 8yd compost container.
- Implement landside frontload dumpster service changes as summarized in the below table.

ABIA Routed Services								
			Current Ops		Modified Ops as of 4/1/2020			
Acct#	Qty	Size	Freq.	Day	Freq.	Day	Material	Location Name
1-180085	1	8yd	1	F	EOW	F	Recy	DOA Complex
1-180086	1	6yd	EOW	F	EOW	F	Recy	ARFF/ATCT
1-180088	1	8yd	5	M-F	3	M/W/F	Recy	Bradford Logistics
	1	8yd	1	T	2	T/Th	Trash	
1-180090	1	8yd	3	M/W/F	1	T	Trash	AMP/CO/DOC
	1	8yd	1	T	EOW	T	Recy	
1-180091	1	8yd	2	W/F	1	F	Trash	DOA P&E/LRC
	1	8yd	1	T	EOW	T	Recy	
1-180092	1	8yd	2	T/F	1	F	Trash	DOA MTC Complex
1-222061	1	8yd	1	T	EOW	T	Trash	New Cargo Area
	1	8yd	1	T	EOW	T	Recy	

We greatly value our close working relationship with TDS and appreciate your assistance during this pandemic. The flexibility shown during this crisis truly supports the continuation of this partnership.

Please do not hesitate to contact me with questions or if you would like to discuss this matter further.

Sincerely,



Kane Carpenter  
Environmental Manager





Amendment No. 4  
To  
Contract No. NA150000084  
For  
Total Waste Management  
Between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 4, 2020 through August 3, 2023. One option will remain.
- 2.0 The City hereby grants a price increase to the subject contract. The price increase is displayed in Attachment E and will take effect on August 4, 2020.
- 3.0 The total contract amount is increased by \$4,200,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/04/2015 – 08/03/2020	\$6,450,000.00	\$6,450,000.00
Amendment No. 1: Price Increase 09/29/2018	\$0.00	\$6,450,000.00
Amendment No. 2: Price Increase 08/29/2019	\$0.00	\$6,450,000.00
Amendment No. 3: Change in Aviation Warehouse 03/11/2020	\$0.00	\$6,450,000.00
Amendment No. 4: Option 1 – Extension 08/04/2020 – 08/03/2023 Price Increase. See Attachment E 08/04/2020	\$4,200,000.00	\$10,650,000.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

A handwritten signature in blue ink, appearing to read "Rick Braumann".

Printed Name: Rick Braumann  
Authorized Representative

Texas Disposal Systems, Inc.  
1220 Cardl Road  
Creedmoor, Texas 78610  
(512) 421-1300  
[sestrada@texasdisposal.com](mailto:sestrada@texasdisposal.com)

Sign/Date:

Matthew  
Duree

Digitally signed by  
Matthew Duree  
Date: 2020.07.31  
16:10:07 -05'00'

Matthew Duree  
Procurement Manager  
  
City of Austin  
Purchasing Office  
124 W. 8th Street, Ste. 310  
Austin, Texas 78701



**M E M O R A N D U M**

**To:** Texas Disposal Systems

**From:** B.J. Carpenter, Sustainability Program Coordinator

**Date:** 6/12/2020

**SUBJECT: MA-8100-NA150000084 Contract Extension**

Austin Bergstrom International Airport (AUS) partnered with Texas Disposal Systems (TDS) to manage the total waste contract at AUS (contract number MA-8100-NA150000084). The initial 5-year contract period expires on August 3, 2020, and the contract includes two 36-month contract extension options. It is the intent of AUS to approve the first contract extension and continue the relationship with TDS. We are always working to improve operational efficiencies and the overall waste program at AUS. With that in mind, we want to include this memo with the contract extension to clarify existing contract language.

**Labor and Equipment Change Request**

AUS would like to formalize the labor and equipment change request process to better facilitate unforeseen changes in the future. The following language can be found in the existing contract Exhibit C (attached for reference):

**Section 1. Labor and Equipment Rental**

The quantities in Tables 1A, 1B, 1C, and 1D below are estimates only and based on historical waste and recycle generation rates. The City reserves the right to request more or less than the quantities stated below.

<b>1A. One-time Start-Up Fee for Labor (Terminal, Landside, and East Infill)</b>		
<b>Item</b>	<b>Description</b>	<b>Price</b>
1	One-time start-up fee based on Monthly Labor identified in Table 1B. Includes items such as uniforms, ancillary equipment, supplies, badging, hiring, training, backup staff, etc.	\$12,413.00

<b>1B. Monthly Labor</b>			
<b>Item</b>	<b>Labor Type</b>	<b>Description</b>	<b>Price</b>
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,194.00
<b>TOTAL</b>			<b>\$26,562.00</b>



## M E M O R A N D U M

### 1C. Monthly Equipment Rental - Terminal

Item	Location	Equipment Description	Estimated Quantity	Unit Price	Extended Price (Est Qty x Unit Price)
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	48	\$105	\$5,040
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	2	\$374	\$748
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	2	\$374	\$748
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	2	\$236	\$472
5	Terminal	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs., electric or propane)	1	\$469	\$469
				<b>TOTAL</b>	<b>\$7,477.00</b>

### 1D. Monthly Equipment Rental - Landside

Item	Location	Location Description	Equipment description	Estimated Quantity	Extended Price	
1	9309 Rental Car Ln	Lot H	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
2	3400 Spirit of Texas Drive	Airline Belly Freight	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
3	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
4	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
5	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
6	3601 Bergstrom Drive	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
7	10102 Aircraft Ln	ARFF/ATCT	6 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
8	9919 Service Avenue	LSG SkyChefs	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
9	9501 Cargo Ave	Bradford Logistics	8 yd <sup>3</sup> front load dumpster refuse	2	included in Hauling & Disposal fee	
10	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
11	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
12	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
13	3601 Emma Browning Ave	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	1	\$90.00	\$90.00
				<b>TOTAL</b>	<b>\$90.00</b>	



## MEMORANDUM

AUS would like to include the following language:

1. **Written Change Request** - AUS will provide a written request to TDS detailing operational changes that would increase or decrease labor or equipment rental costs by more than 10% over the last monthly invoice received by AUS.
2. **Timelines** – Written operational change request will be implemented within 30 days of receiving the notice.
3. **Communication** - AUS and TDS personnel will hold regular meetings or calls as needed to monitor the implementation of the requested change to service.

**Rental Equipment Storage** - If short-term storage or staging of equipment is necessary, AUS will designate safe onsite storage areas to minimize operational and financial impacts to both parties.

### **Rejected Loads**

Under Section 2.1.6, Reporting and data collection subsection (d) the following is stated: “Description of any recycle loads rejected from the recycling facility due to contamination to include weight, picture, and reason for rejection.”

If the aforementioned reporting is not provided, AUS is requesting not to incur any increased cost for managing or landfilling the potentially contaminated material. This information (weights, pictures and reason) are necessary for AUS to understand the problem and make corrections.

### **Safety Meetings**

AUS is focusing on continually improving safety at the airport. With so many vendors onsite monitoring and participating in their safety programs is very important. AUS would like to receive invitations at least a week in advance to the monthly safety meetings performed onsite, as well as documentation of the topics being discussed and the sign-up sheets for all in attendance for our records.

Sincerely,

**B.J. Carpenter, REM**

**Austin-Bergstrom International Airport (AUS)  
Sustainability Program Coordinator**

**T:** 512.530.6673

**E:** [BJ.Carpenter@austintexas.gov](mailto:BJ.Carpenter@austintexas.gov)

2716 Spirit of Texas Dr. | Austin, TX 78719

1B. Monthly Labor								
Item	Labor Type	Description	Price	Price 2016-17	Price 2017-18	Price 2018-19	Price 2019-20	Price 2020-21
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00	\$10,932.33	\$11,168.45	\$11,458.02	\$11,975.74	\$12,349.99
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00	\$10,932.33	\$11,168.45	\$11,458.02	\$11,975.74	\$12,349.99
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,194.00	\$5,314.73	\$5,429.51	\$5,570.29	\$5,821.98	\$6,003.92
TOTAL			\$26,562.00	\$27,179.39	\$27,766.42	\$28,486.33	\$29,773.47	\$30,703.90



### 1C. Estimated Monthly Equipment Rental - Terminal

Item	Location	Equipment Description	Estimated Quantity	Unit Price	Extended Price (Est Qty x Unit Price)	Unit Price 2016-17	Extended Price (Est Qty x Unit Price)	Unit Price 2017-18	Extended Price (Est Qty x Unit Price)	Unit Price 2018-19	Extended Price (Est Qty x Unit Price)	Unit Price 2019-20	Extended Price (Est Qty x Unit Price)	Unit Price 2020-21	Extended Price (Est Qty x Unit Price)
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	48	\$105	\$5,040	\$107.44	\$5,157	\$109.76	\$5,269	\$112.61	\$5,405	\$117.69	\$5,649	\$121.37	\$5,826
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	2	\$374	\$748	\$382.69	\$765	\$390.96	\$782	\$401.10	\$802	\$419.22	\$838	\$432.32	\$865
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	2	\$374	\$748	\$382.69	\$765	\$390.96	\$782	\$401.10	\$802	\$419.22	\$838	\$432.32	\$865
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	2	\$236	\$472	\$241.49	\$483	\$246.70	\$493	\$253.10	\$506	\$264.53	\$529	\$272.80	\$546
5	Terminal	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs.,	1	\$469	\$469	\$479.90	\$480	\$490.27	\$490	\$502.98	\$503	\$525.70	\$526	\$542.13	\$542
TOTAL					\$7,477.00		\$7,650.79		\$7,816.03		\$8,018.69		\$8,381.00		\$8,642.91

#### 1D. Estimated Monthly Equipment Rental - Landside

Item	Location	Location Description	Equipment description	Estimated Quantity	Unit Price	Extended Price (Est Qty x Unit Price)	Unit Price 2016-17
1	9309 Rental Car Ln	Lot H	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
2	3400 Spirit of Texas Drive	Airline Belly Freight	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
3	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
4	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
5	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
6	3601 Bergstrom Drive	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
7	10102 Aircraft Ln	ARFF/ATCT	6 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
8	9919 Service Avenue	LSG SkyChefs	8 yd <sup>3</sup> front load dumpster mixed recyclables	1		included in Hauling & Disposal fee	
9	9501 Cargo Ave	Bradford Logistics	8 yd <sup>3</sup> front load dumpster refuse	2		included in Hauling & Disposal fee	
10	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster refuse	1		included in Hauling & Disposal fee	
11	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster refuse	1		included in Hauling & Disposal fee	
12	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster refuse	1		included in Hauling & Disposal fee	
13	3601 Emma Browning Ave	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster refuse	1		included in Hauling & Disposal fee	
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	1	\$90.00	\$90.00	\$92.09
				TOTAL		\$90.00	\$92.09

Unit Price 2017-18
\$94.08
<b>\$94.08</b>

Unit Price
2018-19
\$96.52
\$96.52

Unit Price
2019-20
\$100.88
\$100.88

Unit Price
2020-21
\$104.03
<b>\$104.03</b>

2A. Estimated Monthly Hauling and Disposal - Terminal										
Item	Location	Description	Estimated # of Monthly Hauls	Price per Haul	Total Price	Price per Haul 2016-17	Price per Haul 2017-18	Price per Haul 2018-19	Price per Haul 2019-20	Price per Haul 2020-21
1	Compactor site	compactor trash haul, 35 yd <sup>3</sup>	36	\$379.00	\$13,644.00	\$387.81	\$396.19	\$406.46	\$424.82	\$438.10
2	Compactor site	compactor recycle haul, 35 yd <sup>3</sup>	8	\$259.00	\$2,072.00	\$265.02	\$270.74	\$277.76	\$290.31	\$299.39
				<b>TOTAL</b>	<b>\$15,716.00</b>	<b>\$652.83</b>	<b>\$666.93</b>	<b>\$684.22</b>	<b>\$715.14</b>	<b>\$737.49</b>

2B. Estimated Monthly Hauling and Disposal - Landside										
Item	Location	Description	Size	Estimated Service Frequency	Extended Price	Extended Price 2016-2017	Extended Price 2017-2018	Extended Price 2018-2019	Extended Price 2019-2020	Extended Price 2020-2021
1	9309 Rental Car Ln	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
2	3400 Spirit of Texas Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
3	9400 Freight Ln	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
4	2716 Spirit of Texas Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
5	2901 Employee Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
6	3601 Bergstrom Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
7	10102 Aircraft Ln	6 yd <sup>3</sup> front load recycle	6 yd <sup>3</sup>	1x per week	\$100.00	\$102.32	\$104.53	\$107.24	\$112.09	\$115.59
8	9919 Service Avenue	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
9	3819 Bergstrom Drive	20 yd <sup>3</sup> roll-off trash	20 yd <sup>3</sup>	1x per week	\$262.00	\$268.09	\$273.88	\$280.98	\$293.68	\$302.85
10	9501 Cargo Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	5x per week	\$443.00	\$453.30	\$463.09	\$475.09	\$496.56	\$512.08
11	9501 Cargo Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	5x per week	\$443.00	\$453.30	\$463.09	\$475.09	\$496.56	\$512.08
					<b>TOTAL</b>	<b>\$1,997.00</b>	<b>\$2,043.42</b>	<b>\$2,087.55</b>	<b>\$2,141.68</b>	<b>\$2,238.45</b>

**2C. Estimated Monthly Hauling and Disposal - Landside with No Dedicated Route \*\***

Item	Location	Description	Estimated Service Frequency	Extended Price	Extended Price 2016-2017	Extended Price 2017-2018	Extended Price 2018-2019	Extended Price 2019-2020	Extended Price 2020-2021
1	9400 Freight Ln	8 yd <sup>3</sup> front load trash, no dedicated route	1x per week	\$143.00	\$146.32	\$149.48	\$153.36	\$160.29	\$165.30
2	2901 Employee Ave	8 yd <sup>3</sup> front load trash, no dedicated route	3x per week	\$387.00	\$396.00	\$404.55	\$415.04	\$433.79	\$447.35
3	2716 Spirit of Texas Drive	8 yd <sup>3</sup> front load trash, no dedicated route	2x per week	\$265.00	\$271.16	\$277.02	\$284.20	\$297.04	\$306.32
4	3601 Emma Browning Ave	8 yd <sup>3</sup> front load trash, no dedicated route	1x per week	\$143.00	\$146.32	\$149.48	\$153.36	\$160.29	\$165.30
<b>TOTAL</b>				<b>\$938.00</b>	<b>\$959.80</b>	<b>\$980.53</b>	<b>\$1,005.96</b>	<b>\$1,051.41</b>	<b>\$1,084.27</b>



3B. Hauling and Disposal					Rate 2016-2017	Rate 2017-2018	Rate 2018-2019	Rate 2019-2020	Rate 2020-2021
Item	Item Description	Size	Unit	Rate					
1	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	1x per week	\$214.00	\$218.97	\$223.70	\$229.50	\$239.87	\$247.37
2	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	2x per week	\$406.00	\$415.44	\$424.41	\$435.41	\$455.09	\$469.31
3	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	3x per week	\$598.00	\$611.90	\$625.12	\$641.32	\$670.30	\$691.25
4	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	4x per week	\$790.00	\$808.36	\$825.82	\$847.23	\$885.51	\$913.19
5	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	5x per week	\$982.00	\$1,004.83	\$1,026.53	\$1,053.14	\$1,100.73	\$1,135.13
6	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	1x per week	\$143.00	\$146.32	\$149.48	\$153.36	\$160.29	\$165.30
7	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	2x per week	\$265.00	\$271.16	\$277.02	\$284.20	\$297.04	\$306.32
8	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	3x per week	\$387.00	\$396.00	\$404.55	\$415.04	\$433.79	\$447.35
9	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	4x per week	\$508.00	\$519.81	\$531.03	\$544.80	\$569.42	\$587.21
10	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	5x per week	\$630.00	\$644.64	\$658.57	\$675.64	\$706.17	\$728.24
11	Front load - dedicated route with weight report	6 or 8 yd <sup>3</sup>	1 day	\$500.00	\$511.62	\$522.67	\$536.22	\$560.45	\$577.97
12	Front load recycle - monthly rate	6 yd <sup>3</sup>	1x EOW	\$75.00	\$76.74	\$78.40	\$80.43	\$84.07	\$86.70
12	Front load recycle - monthly rate	6 yd <sup>3</sup>	1x per week	\$100.00	\$102.32	\$104.53	\$107.24	\$112.09	\$115.59
13	Front load recycle - monthly rate	6 yd <sup>3</sup>	2x per week	\$180.00	\$184.18	\$188.16	\$193.04	\$201.76	\$208.07
14	Front load recycle - monthly rate	6 yd <sup>3</sup>	3x per week	\$260.00	\$266.04	\$271.79	\$278.84	\$291.44	\$300.54
15	Front load recycle - monthly rate	6 yd <sup>3</sup>	4x per week	\$340.00	\$347.90	\$355.42	\$364.63	\$381.11	\$393.02
16	Front load recycle - monthly rate	6 yd <sup>3</sup>	5x per week	\$420.00	\$429.76	\$439.04	\$450.43	\$470.78	\$485.49
17	Front load recycle - monthly rate	8 yd <sup>3</sup>	1x EOW	\$81.00	\$82.88	\$84.67	\$86.87	\$90.79	\$93.63
17	Front load recycle - monthly rate	8 yd <sup>3</sup>	1x per week	\$107.00	\$109.49	\$111.85	\$114.75	\$119.94	\$123.68
18	Front load recycle - monthly rate	8 yd <sup>3</sup>	2x per week	\$191.00	\$195.44	\$199.66	\$204.84	\$214.09	\$220.78
19	Front load recycle - monthly rate	8 yd <sup>3</sup>	3x per week	\$275.00	\$281.39	\$287.47	\$294.92	\$308.25	\$317.88
20	Front load recycle - monthly rate	8 yd <sup>3</sup>	4x per week	\$359.00	\$367.34	\$375.28	\$385.01	\$402.40	\$414.98
21	Front load recycle - monthly rate	8 yd <sup>3</sup>	5x per week	\$443.00	\$453.30	\$463.09	\$475.09	\$496.56	\$512.08
22	Front load food waste - monthly rate	6 yd <sup>3</sup>	1x per week	\$179.00	\$183.16	\$187.12	\$191.97	\$200.64	\$206.91
23	Front load food waste - monthly rate	6 yd <sup>3</sup>	2x per week	\$339.00	\$346.88	\$354.37	\$363.56	\$379.99	\$391.86
24	Trash extra	6 yd <sup>3</sup>	each	\$95.00	\$97.21	\$99.31	\$101.88	\$106.49	\$109.81
25	Trash extra	8 yd <sup>3</sup>	each	\$105.00	\$107.44	\$109.76	\$112.61	\$117.69	\$121.37
26	Recycle extra	6 yd <sup>3</sup>	each	\$85.00	\$86.98	\$88.85	\$91.16	\$95.28	\$98.25
27	Recycle extra	8 yd <sup>3</sup>	each	\$95.00	\$97.21	\$99.31	\$101.88	\$106.49	\$109.81
28	Food waste extra	6 yd <sup>3</sup>	each	\$150.00	\$153.49	\$156.80	\$160.87	\$168.14	\$173.39
29	Roll-off trash haul	20 yd <sup>3</sup>	each	\$262.00	\$268.09	\$273.88	\$280.98	\$293.68	\$302.85
30	Roll-off trash haul	30 yd <sup>3</sup>	each	\$285.00	\$291.62	\$297.92	\$305.65	\$319.46	\$329.44
31	Roll-off trash haul	40 yd <sup>3</sup>	each	\$307.00	\$314.14	\$320.92	\$329.24	\$344.12	\$354.87
32	Roll-off recycle haul	20, 30, or 40 yd <sup>3</sup>	each	\$217.00	\$222.04	\$226.84	\$232.72	\$243.24	\$250.84
33	Roll-off delivery (temp)	20, 30, or 40 yd <sup>3</sup>	each	\$111.00	\$113.58	\$116.03	\$119.04	\$124.42	\$128.31
34	Roll-off transportation	30 yd <sup>3</sup>	each	\$217.00	\$222.04	\$226.84	\$232.72	\$243.24	\$250.84
35	+ tires 15" or smaller		each	\$7.00	\$7.16	\$7.32	\$7.51	\$7.85	\$8.09
36	+ tires 16" to 19.5"		each	\$14.00	\$14.33	\$14.63	\$15.01	\$15.69	\$16.18

37	+ tires 20" to 24"		each	\$18.00	\$18.42	\$18.82	\$19.30	\$20.18	\$20.81
38	+ tires 25" to 28"		each	\$35.00	\$35.81	\$36.59	\$37.54	\$39.23	\$40.46
39	+ tires 29" to 38"		each	\$52.00	\$53.21	\$54.36	\$55.77	\$58.29	\$60.11
40	+ tires 39" to 48"		each	\$70.00	\$71.63	\$73.17	\$75.07	\$78.46	\$80.92
41	Roll-off contaminated soil	20 yd <sup>3</sup>	each	\$1,063.00	\$1,087.71	\$1,111.20	\$1,140.01	\$1,191.52	\$1,228.76
42	Roll-off clean rubber haul	30 yd <sup>3</sup>	each	\$783.00	\$801.20	\$818.50	\$839.73	\$877.67	\$905.10
43	Compactor trash haul	35 yd <sup>3</sup>	each	\$379.00	\$387.81	\$396.19	\$406.46	\$424.82	\$438.10
44	Compactor recycle haul	35 yd <sup>3</sup>	each	\$259.00	\$265.02	\$270.74	\$277.76	\$290.31	\$299.39
45	Compactor food haul	35 yd <sup>3</sup>	each	\$379.00	\$387.81	\$396.19	\$406.46	\$424.82	\$438.10
46	Compactor food haul	30 yd <sup>3</sup>	each	\$368.00	\$376.55	\$384.69	\$394.66	\$412.49	\$425.38
47	Compactor food haul	25 yd <sup>3</sup>	each	\$353.00	\$361.20	\$369.01	\$378.57	\$395.68	\$408.04
48	Compactor food haul	15 yd <sup>3</sup>	each	\$323.00	\$330.51	\$337.65	\$346.40	\$362.05	\$373.37
49	Split compactor trash/recycle haul	35 yd <sup>3</sup>	each	\$424.00	\$433.86	\$443.23	\$454.72	\$475.26	\$490.12
50	Split compactor trash/organic haul	35 yd <sup>3</sup>	each	\$470.00	\$480.92	\$491.31	\$504.05	\$526.83	\$543.29
51	Split compactor recycle/organic haul	35 yd <sup>3</sup>	each	\$424.00	\$433.86	\$443.23	\$454.72	\$475.26	\$490.12
52	Roll-off brush/untreated wood haul (includes processing)	20 yd <sup>3</sup>	each	\$239.00	\$244.56	\$249.84	\$256.31	\$267.90	\$276.27
53	Roll-off brush/untreated wood haul (includes processing)	30 yd <sup>3</sup>	each	\$249.00	\$254.79	\$260.29	\$267.04	\$279.11	\$287.83
54	Roll-off brush/untreated wood haul (includes processing)	40 yd <sup>3</sup>	each	\$259.00	\$265.02	\$270.74	\$277.76	\$290.31	\$299.39
55	Processing only of brush/wood waste. The Contractor shall charge the City the "Gate Rate" in effect at the time of processing. The Gate Rate is market-driven and subject to change at the Contractor's sole discretion. The Gate Rate on July 24, 2015, is \$10 per ton of brush/wood waste (1 ton minimum).	1 ton minimum	ton		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
56	On-site grinding of brush/wood waste if haul-off by Contractor	yd <sup>3</sup>	each	\$5.25	\$5.37	\$5.49	\$5.63	\$5.88	\$6.07
57	Haul-off of brush/wood waste after on-site grinding	82yd <sup>3</sup>	each	\$413.00	\$422.60	\$431.73	\$442.92	\$462.93	\$477.40



3A. Equipment Rental					Rate 2016-2017	Rate 2017-2018	Rate 2018-2019	Rate 2019-2020	Rate 2020-2021
Item	Item Description	Size	Unit	Rate					
1	Roll-off (open top)	20, 30, or 40 yd <sup>3</sup>	per month	\$90.00	\$92.09	\$94.08	\$96.52	\$100.88	\$104.03
2	Compactor (electric or hydraulic)	35 yd <sup>3</sup>	per month	\$374.00	\$382.69	\$390.96	\$401.10	\$419.22	\$432.32
3	Compactor (electric or hydraulic)	30 yd <sup>3</sup>	per month	\$360.00	\$368.37	\$376.32	\$386.08	\$403.53	\$416.14
4	Compactor (electric or hydraulic)	25 yd <sup>3</sup>	per month	\$346.00	\$354.04	\$361.69	\$371.07	\$387.83	\$399.95
5	Compactor (electric or hydraulic)	15 yd <sup>3</sup>	per month	\$342.00	\$349.95	\$357.51	\$366.78	\$383.35	\$395.33
6	Tipper (electric or hydraulic, capable of lifting carts)	n/a	per month	\$236.00	\$241.49	\$246.70	\$253.10	\$264.53	\$272.80
7	Trainable front load cart/compactor	2 or 3 yd <sup>3</sup>	per month	\$105.00	\$107.44	\$109.76	\$112.61	\$117.69	\$121.37
8	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs., electric or propane)	n/a	per month	\$469.00	\$479.90	\$490.27	\$502.98	\$525.70	\$542.13
9	Electric assist pallet jack	n/a	per month	\$22.00	\$22.51	\$23.00	\$23.59	\$24.66	\$25.43
10	Front load lockbar	any	month	\$15.00	\$15.35	\$15.68	\$16.09	\$16.81	\$17.34
11	Split compactor	35 yd <sup>3</sup>	month	\$618.00	\$632.36	\$646.02	\$662.77	\$692.72	\$714.37

3C. Other Services					Rate 2016-2017	Rate 2017-2018	Rate 2018-2019	Rate 2019-2020	Rate 2020-2021
Item	Item Description	Size	Unit	Rate					
1	Laborer (non-lead) - 10 hour shift per day, 7 days a week		per month	\$7,939	\$8,123.53	\$8,298.98	\$8,514.16	\$8,898.86	\$9,176.95
2	On-time start-up cost for additional laborer. Only applicable if a new shift is added to labor composition detailed in Table 1B.		each	\$4,504	\$4,608.69	\$4,708.23	\$4,830.30	\$5,048.55	\$5,206.32
3	Maintenance call-out during Regular Hours.* Regular Hours are defined in Section 2.1.1.2.		each	\$125.00	\$127.91	\$130.67	\$134.06	\$140.11	\$144.49
4	Maintenance call-out outside of Regular Hours***		each	\$200.00	\$204.65	\$209.07	\$214.49	\$224.18	\$231.19
5	Maintenance rate***		per hour	\$105.00	\$107.44	\$109.76	\$112.61	\$117.69	\$121.37
6	Parts markup***			33%	34%	34%	35%	37%	38%
7	Waste sort (includes waste and recycle)		each	\$2,240.00	\$2,292.07	\$2,341.57	\$2,402.28	\$2,510.83	\$2,589.29
8	Consultation on organics program (after program is rolled out, per Section 2.1.5.3)		per hour	\$75.00	\$76.74	\$78.40	\$80.43	\$84.07	\$86.70
9	Compostable bags	45 gal	per case	\$71.00	\$72.65	\$74.22	\$76.14	\$79.58	\$82.07
10	Deep clean (per Section 2.1.3.3)		each	\$509.00	\$520.83	\$532.08	\$545.88	\$570.54	\$588.37

3D. Collection and Disposal					Rate 2016-2017	Rate 2017-2018	Rate 2018-2019	Rate 2019-2020	Rate 2020-2021
Item	Item Description	Size	Unit	Rate					
<i>Light bulbs</i>									
1	Straight fluorescent bulbs	< 5"	each	\$0.38	\$0.39	\$0.40	\$0.41	\$0.43	\$0.44
2	Straight fluorescent bulbs	5"-8"	each	\$0.73	\$0.75	\$0.76	\$0.78	\$0.82	\$0.84
3	Straight fluorescent bulbs	9"-12"	each	\$0.86	\$0.88	\$0.90	\$0.92	\$0.96	\$0.99
4	Shielded or coated lamps		each	\$2.06	\$2.11	\$2.15	\$2.21	\$2.31	\$2.38
5	U-Bend or circular lamps		each	\$0.53	\$0.54	\$0.55	\$0.57	\$0.59	\$0.61
6	HID bulbs		each	\$1.24	\$1.27	\$1.30	\$1.33	\$1.39	\$1.43
7	Compact w/ ballast		each	\$0.65	\$0.67	\$0.68	\$0.70	\$0.73	\$0.75
8	Compact w/out ballast		each	\$0.53	\$0.54	\$0.55	\$0.57	\$0.59	\$0.61
9	Drum-crushed lamps	55 gal	each	\$319.00	\$326.41	\$333.46	\$342.11	\$357.57	\$368.74
<i>Batteries</i>									
1	Transportation of batteries		per trip	\$194.00	\$198.51	\$202.80	\$208.05	\$217.46	\$224.25
2	Alkaline batteries (recycle)		per lb	\$0.99	\$1.01	\$1.03	\$1.06	\$1.11	\$1.14
3	Lithium batteries		per lb	\$6.25	\$6.40	\$6.53	\$6.70	\$7.01	\$7.22
4	Zinc Carbon batteries		per lb	\$1.24	\$1.27	\$1.30	\$1.33	\$1.39	\$1.43
5	Lead acid batteries		per lb	\$0.49	\$0.50	\$0.51	\$0.53	\$0.55	\$0.57
6	Nicad batteries		per lb	\$1.06	\$1.08	\$1.11	\$1.14	\$1.19	\$1.23
7	PCB containing ballast		per lb	\$0.69	\$0.71	\$0.72	\$0.74	\$0.77	\$0.80
8	non-PCB containing ballast		per lb	\$0.44	\$0.45	\$0.46	\$0.47	\$0.49	\$0.51
<i>Hazardous &amp; Non-Hazardous Waste</i>									
1	Transportation of hazardous & non-hazardous waste		per trip	\$665.00	\$680.46	\$695.15	\$713.18	\$745.40	\$768.70
2	Drum- toxic lab pack	55 gal	each	\$693.00	\$709.11	\$724.42	\$743.21	\$776.79	\$801.06
3	Drum- class 1 waste	55 gal	each	\$83.00	\$84.93	\$86.76	\$89.01	\$93.04	\$95.94
4	Drum- toxic lab pack	55 gal	each	\$693.00	\$709.11	\$724.42	\$743.21	\$776.79	\$801.06
5	Drum- flammable lab pack	55 gal	each	\$227.00	\$232.28	\$237.29	\$243.45	\$254.45	\$262.40
6	Drum- aerosols	55 gal	each	\$227.00	\$232.28	\$237.29	\$243.45	\$254.45	\$262.40
7	Chemist		per hour	\$150.00	\$153.49	\$156.80	\$160.87	\$168.14	\$173.39
8	Emergency Response (project manager, 3 technicians, truck & standard trailer)		per hour	\$438.00	\$448.18	\$457.86	\$469.73	\$490.96	\$506.30
<i>Oil</i>									
	Disposal		per gal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Haul rate and equipment rental will be charged to the City according to this Price List. Contractor will issue the City a rebate based on a per ton rate as determined by the percentage of the index of American Metal Market #2 Bundles for Philadelphia.									



## MEMORANDUM

**To:** Texas Disposal Systems

**From:** B.J. Carpenter, Sustainability Program Coordinator

**Date:** 6/12/2020

**SUBJECT: MA-8100-NA150000084 Contract Extension**

Austin Bergstrom International Airport (AUS) partnered with Texas Disposal Systems (TDS) to manage the total waste contract at AUS (contract number MA-8100-NA150000084). The initial 5-year contract period expires on August 3, 2020, and the contract includes two 36-month contract extension options. It is the intent of AUS to approve the first contract extension and continue the relationship with TDS. We are always working to improve operational efficiencies and the overall waste program at AUS. With that in mind, we want to include this memo with the contract extension to clarify existing contract language.

### Labor and Equipment Change Request

AUS would like to formalize the labor and equipment change request process to better facilitate unforeseen changes in the future. The following language can be found in the existing contract Exhibit C (attached for reference):

#### Section 1. Labor and Equipment Rental

The quantities in Tables 1A, 1B, 1C, and 1D below are estimates only and based on historical waste and recycle generation rates. The City reserves the right to request more or less than the quantities stated below.

1A. One-time Start-Up Fee for Labor (Terminal, Landside, and East Infill)		
Item	Description	Price
1	One-time start-up fee based on Monthly Labor identified in Table 1B. Includes items such as uniforms, ancillary equipment, supplies, badging, hiring, training, backup staff, etc.	\$12,413.00

1B. Monthly Labor			
Item	Labor Type	Description	Price
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,194.00
TOTAL			\$26,562.00





## M E M O R A N D U M

### 1C. Monthly Equipment Rental - Terminal

Item	Location	Equipment Description	Estimated Quantity	Unit Price	Extended Price (Est Qty x Unit Price)
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	48	\$105	\$5,040
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	2	\$374	\$748
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	2	\$374	\$748
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	2	\$236	\$472
5	Terminal	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs., electric or propane)	1	\$469	\$469
				<b>TOTAL</b>	<b>\$7,477.00</b>

### 1D. Monthly Equipment Rental - Landside

Item	Location	Location Description	Equipment description	Estimated Quantity	Extended Price	
1	9309 Rental Car Ln	Lot H	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
2	3400 Spirit of Texas Drive	Airline Belly Freight	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
3	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
4	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
5	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
6	3601 Bergstrom Drive	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
7	10102 Aircraft Ln	ARFF/ATCT	6 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
8	9919 Service Avenue	LSG SkyChefs	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee	
9	9501 Cargo Ave	Bradford Logistics	8 yd <sup>3</sup> front load dumpster refuse	2	included in Hauling & Disposal fee	
10	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
11	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
12	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
13	3601 Emma Browning Ave	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee	
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	1	\$90.00	\$90.00
				<b>TOTAL</b>	<b>\$90.00</b>	



## MEMORANDUM

AUS would like to include the following language:

1. **Written Change Request** - AUS will provide a written request to TDS detailing operational changes that would increase or decrease labor or equipment rental costs by more than 10% over the last monthly invoice received by AUS.
2. **Timelines** – Written operational change request will be implemented within 30 days of receiving the notice.
3. **Communication** - AUS and TDS personnel will hold regular meetings or calls as needed to monitor the implementation of the requested change to service.

**Rental Equipment Storage** - If short-term storage or staging of equipment is necessary, AUS will designate safe onsite storage areas to minimize operational and financial impacts to both parties.

### **Rejected Loads**

Under Section 2.1.6, Reporting and data collection subsection (d) the following is stated: “Description of any recycle loads rejected from the recycling facility due to contamination to include weight, picture, and reason for rejection.”

If the aforementioned reporting is not provided, AUS is requesting not to incur any increased cost for managing or landfilling the potentially contaminated material. This information (weights, pictures and reason) are necessary for AUS to understand the problem and make corrections.

### **Safety Meetings**

AUS is focusing on continually improving safety at the airport. With so many vendors onsite monitoring and participating in their safety programs is very important. AUS would like to receive invitations at least a week in advance to the monthly safety meetings performed onsite, as well as documentation of the topics being discussed and the sign-up sheets for all in attendance for our records.

Sincerely,

**B.J. Carpenter, REM**

**Austin-Bergstrom International Airport (AUS)  
Sustainability Program Coordinator**

**T:** 512.530.6673

**E:** [BJ.Carpenter@austintexas.gov](mailto:BJ.Carpenter@austintexas.gov)

2716 Spirit of Texas Dr. | Austin, TX 78719



Amendment No. 3  
to  
Contract No. NA150000084  
for  
Total Waste Management  
between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

- 1.0 The City hereby amends the referenced Contract to revise the location for the Department of Aviation Maintenance Warehouse. Effective March 1, 2020, the Department of Aviation Maintenance Warehouse, as referenced in Exhibits and the Price Proposal is relocated to the following address:

Department of Aviation  
Maintenance Warehouse  
9401 Cargo Avenue, Suite 700  
Austin, TX 78719

- 2.0 The total Contract authorization remains unchanged and is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/04/2015 – 08/03/2020	\$6,450,000.00	\$6,450,000.00
Amendment No. 1: Price Increase 9/29/2018	\$0.00	\$6,450,000.00
Amendment No. 2: Price Increase 08/29/2019	\$0.00	\$6,450,000.00
Amendment No. 3: Change in Aviation Warehouse 03/11/2020	\$0.00	\$6,450,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

TEXAS DISPOSAL SYSTEMS, INC.

Signature

Printed Name of Authorized Person

Governmental Account Representative

Title

Date

CITY OF AUSTIN

Signature

Matthew Duree

Printed Name of Authorized Person

Procurement Manager

Title

March 19, 2020

Date





Amendment No. 2  
of  
Contract No. MA 8100 NA150000084  
for  
Total Waste Management  
between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

1.0 The City hereby accepts the price increase for Total Waste Management. The revised pricing listed below is effective October 1, 2019. Any line items not listed below from the bid sheet retain the original price.

1B. Monthly Labor				
Item	Labor Type	Description	Price 2018 – 2019	Price 2019 – 2020
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decision-making authority.	\$11,458.02	\$11,975.74
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decision-making authority.	\$11,458.02	\$11,975.74
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,570.29	\$5,821.98

1C. Estimated Monthly Equipment Rental – Terminal				
Item	Labor Type	Description	Price 2018 – 2019	Price 2019 – 2020
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	\$112.61	\$117.69
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	\$401.10	\$419.22
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	\$401.10	\$419.22
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	\$253.10	\$264.53
5	Terminal	Tug/tow-tractor (4x2, capable of towing > 2000 lbs)	\$502.98	\$525.70

1D. Estimated Monthly Equipment Rental – Landside					
Item	Location	Location Description	Equipment Description	Price 2018 – 2019	Price 2019 – 2020
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	\$96.52	\$100.88

2A. Estimated Monthly Hauling and Disposal - Terminal				
Item	Location	Description	Price 2018 – 2019	Price 2019 – 2020
1	Compactor site	Compactor trash haul, 35 yd <sup>3</sup>	\$406.46	\$424.82
2	Compactor site	Compactor recycling haul, 35 yd <sup>3</sup>	\$277.76	\$290.31

2B. Estimated Monthly Hauling and Disposal - Landside						
Item	Location	Description	Size	Estimated Service Frequency	Price 2018 – 2019	Price 2019 – 2020
1	9309 Rental Car Ln	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
2	3400 Spirit of Texas Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
3	9400 Freight Ln	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
4	2716 Spirit of Texas Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
5	2901 Employee Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
6	3601 Bergstrom Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94
7	10102 Aircraft Ln	6 yd <sup>3</sup> , no dedicated route	6 yd <sup>3</sup>	1x per week	\$107.24	\$112.09
8	9919 Service Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$114.75	\$119.94

9	3819 Bergstrom Dr	20 yd <sup>3</sup> roll-off trash	20 yd <sup>3</sup>	1x per week	\$280.98	\$293.68
10	9501 Cargo Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	5x per week	\$475.09	\$496.56
11	9501 Cargo Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	5x per week	\$475.09	\$496.56

#### 2C. Estimated Monthly Hauling and Disposal – Landside with No Dedicated Route\*\*

Item	Labor Type	Description	Price 2018 – 2019	Price 2019 – 2020
1	9400 Freight Ln	8 yd <sup>3</sup> front load trash, no dedicated route	\$153.36	\$160.29
2	2901 Employee Ave	9 yd <sup>3</sup> front load trash, no dedicated route	\$415.04	\$433.79
3	2716 Spirit of Texas Dr	10 yd <sup>3</sup> front load trash, no dedicated route	\$284.20	\$297.04
4	3601 Emma Browning Ave	11 yd <sup>3</sup> front load trash, no dedicated route	\$153.36	\$160.29

#### 3A. Equipment Rental

Item	Item Description	Size	Unit	Price 2018 – 2019	Price 2019 – 2020
1	Roll-off (open top)	20, 30, or 40 yd <sup>3</sup>	Per month	\$96.52	\$100.88
2	Compactor (electric or hydraulic)	35 yd <sup>3</sup>	Per month	\$401.10	\$419.22
3	Compactor (electric or hydraulic)	30 yd <sup>3</sup>	Per month	\$386.08	\$403.53
4	Compactor (electric or hydraulic)	25 yd <sup>3</sup>	Per month	\$371.07	\$387.83
5	Compactor (electric or hydraulic)	15 yd <sup>3</sup>	Per month	\$366.78	\$383.35
6	Tipper (electric or hydraulic, capable of lifting carts)	n/a	Per month	\$253.10	\$264.53
7	Trainable front load cart/compactor	2 or 3 yd <sup>3</sup>	Per month	\$112.61	\$117.69
8	Tug/tow-tractor (4x2, capable of towing > 2000 lbs., electric or propane)	n/a	Per month	\$502.98	\$525.70
9	Electric assist pallet jack	n/a	Per month	\$23.59	\$24.66
10	Front load lockbar	Any	Month	\$16.09	\$16.81
11	Split compactor	35 yd <sup>3</sup>	Month	\$662.77	\$692.72

#### 3B. Hauling and Disposal

Item	Item Description	Size	Unit	Price 2018 – 2019	Price 2019 – 2020
1	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	1x per week	\$229.50	\$239.87
2	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	2x per week	\$435.41	\$455.09
3	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	3x per week	\$641.32	\$670.30
4	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	4x per week	\$847.23	\$885.51
5	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	5x per week	\$1,053.14	\$1,100.73
6	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	1x per week	\$153.36	\$160.29
7	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	2x per week	\$284.20	\$297.04
8	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	3x per week	\$415.04	\$433.79
9	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	4x per week	\$544.80	\$569.42
10	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	5x per week	\$675.64	\$706.17
11	Front load – dedicated route with weight report	6 or 8 yd <sup>3</sup>	1 day	\$536.22	\$560.45
12	Front load recycle – monthly rate	6 yd <sup>3</sup>	1x per week	\$107.24	\$84.07
13	Front load recycle – monthly rate	6 yd <sup>3</sup>	2x per week	\$193.04	\$112.09
14	Front load recycle – monthly rate	6 yd <sup>3</sup>	3x per week	\$278.84	\$201.76
15	Front load recycle – monthly rate	6 yd <sup>3</sup>	4x per week	\$364.63	\$291.44
16	Front load recycle – monthly rate	6 yd <sup>3</sup>	5x per week	\$450.43	\$381.11
17	Front load recycle – monthly rate	8 yd <sup>3</sup>	1x EOW	\$86.87	\$90.79
17	Front load recycle – monthly rate	8 yd <sup>3</sup>	1x per week	\$114.75	\$119.94
18	Front load recycle – monthly rate	8 yd <sup>3</sup>	2x per week	\$204.84	\$214.09
19	Front load recycle – monthly rate	8 yd <sup>3</sup>	3x per week	\$294.92	\$308.25
20	Front load recycle – monthly rate	8 yd <sup>3</sup>	4x per week	\$385.01	\$402.40
21	Front load recycle – monthly rate	8 yd <sup>3</sup>	5x per week	\$475.09	\$496.56
22	Front load food waste – monthly rate	6 yd <sup>3</sup>	1x per week	\$191.97	\$200.64
23	Front load food waste – monthly rate	6 yd <sup>3</sup>	2x per week	\$363.56	\$379.99
24	Trash extra	6 yd <sup>3</sup>	each	\$101.88	\$106.49

25	Trash extra	8 yd <sup>3</sup>	each	\$112.61	\$117.69
26	Recycle extra	6 yd <sup>3</sup>	each	\$91.16	\$95.28
27	Recycle extra	8 yd <sup>3</sup>	each	\$101.88	\$106.49
28	Food waste extra	6 yd <sup>3</sup>	each	\$160.87	\$168.14
29	Roll-off trash haul	20 yd <sup>3</sup>	each	\$280.98	\$293.68
30	Roll-off trash haul	30 yd <sup>3</sup>	each	\$305.65	\$319.46
31	Roll-off trash haul	40 yd <sup>3</sup>	each	\$329.24	\$344.12
32	Roll-off recycle haul	20,30,or 40 yd <sup>3</sup>	each	\$232.72	\$243.24
33	Roll-off delivery (temp)	20,30,or 40 yd <sup>3</sup>	each	\$119.04	\$124.42
34	Roll-off transportation	30 yd <sup>3</sup>	each	\$232.72	\$243.24
35	+ tires 15" or smaller		each	\$7.51	\$7.85
36	+ tires 16" to 19.5"		each	\$15.01	\$15.69
37	+ tires 20" to 24"		each	\$19.30	\$20.18
38	+ tires 25" to 28"		each	\$37.54	\$39.23
39	+ tires 29" to 38"		each	\$55.77	\$58.29
40	+ tires 39" to 48"		each	\$75.07	\$78.46
41	Roll-off contaminated soil	20 yd <sup>3</sup>	each	\$1,140.01	\$1,191.52
42	Roll-off clean rubber haul	30 yd <sup>3</sup>	each	\$839.73	\$877.67
43	Compactor trash haul	35 yd <sup>3</sup>	each	\$406.46	\$424.82
44	Compactor recycle haul	35 yd <sup>3</sup>	each	\$277.76	\$290.31
45	Compactor food haul	35 yd <sup>3</sup>	each	\$406.46	\$424.82
46	Compactor food haul	30 yd <sup>3</sup>	each	\$394.66	\$412.49
47	Compactor food haul	25 yd <sup>3</sup>	each	\$378.57	\$395.68
48	Compactor food haul	15 yd <sup>3</sup>	each	\$346.40	\$362.05
49	Split compactor trash/recycle haul	35 yd <sup>3</sup>	each	\$454.72	\$475.26
50	Split compactor trash/organic haul	35 yd <sup>3</sup>	each	\$504.05	\$526.83
51	Split compactor recycle/organic haul	35 yd <sup>3</sup>	each	\$454.72	\$475.26
52	Roll-off brush/untreated wood haul (includes processing)	20 yd <sup>3</sup>	each	\$256.31	\$267.90
53	Roll-off brush/untreated wood haul (includes processing)	30 yd <sup>3</sup>	each	\$267.04	\$279.11
54	Roll-off brush/untreated wood haul (includes processing)	40 yd <sup>3</sup>	each	\$277.76	\$290.31
55	Processing only of brush/wood waste. The Contractor shall charge the City the "Gate Rate" in effect at the time of processing. The Gate Rate is market-driven and subject to change at the Contractor's sole discretion. 8	1 ton min.	ton	\$0.00	\$0.00
56	On-site grinding of brush/wood waste if haul-off by Contractor	yd <sup>3</sup>	each	\$5.63	\$5.88
57	Haul-off of brush/wood waste after on-site grinding	82 yd <sup>3</sup>	each	\$442.92	\$452.93

3C. Other Services					
Item	Item Description	Size	Unit	Price 2018 – 2019	Price 2019 – 2020
1	Laborer (non-lead) – 10 hour shift per day, 7 days a week		Per month	\$8,514.16	\$8,898.86
2	On-time start-up cost for additional laborer. Only applicable if a new shift is added to labor composition detailed in Table 1B.		Each	\$4,830.30	\$5,048.55
3	Maintenance call-out during Regular Hours.* Regular Hours are defined in Section 2.1.1.2.		Each	\$134.06	\$140.11
4	Maintenance call-out outside of Regular Hours***		Each	\$214.49	\$224.18
5	Maintenance rate***		Per hour	\$112.61	\$117.69
6	Parts markup***			35%	37%
7	Waste sort (includes waste and recycle)		Each	\$2,402.28	\$2,510.83
8	Consultation on organics program (after program is rolled out, per Section 2.1.5.3)		Per hour	\$80.43	\$84.07
9	Compostable bags	45 gal	Per case	\$76.14	\$79.58
10	Deep clean (per Section 2.1.3.3)		Each	\$545.88	\$570.54

3D. Collection and Disposal					
Item	Item Description	Size	Unit	Price 2018 – 2019	Price 2019 – 2020
<i>Light Bulbs</i>					
1	Straight fluorescent bulbs	<5"	Each	\$ .41	\$ .43
2	Straight fluorescent bulbs	5"-8"	Each	\$ .78	\$ .82
3	Straight fluorescent bulbs	9"-12"	Each	\$ .92	\$ .96
4	Shielded or coated lamps		Each	\$2.21	\$2.31
5	U-Bend or circular lamps		Each	\$ .57	\$ .59
6	HID bulbs		Each	\$1.33	\$1.39
7	Compact w/ ballast		Each	\$ .70	\$ .73
8	Compact w/out ballast		Each	\$ .57	\$ .59
9	Drum-crushed lamps	55 gal	Each	\$342.11	\$357.57
<i>Batteries</i>					
1	Transportation of batteries		Per trip	\$208.05	\$217.46
2	Alkaline batteries (recycle)		Per lb	\$1.06	\$1.11
3	Lithium batteries		Per lb	\$6.70	\$7.01
4	Zinc Carbon batteries		Per lb	\$1.33	\$1.39
5	Lead acid batteries		Per lb	\$ .53	\$ .55
6	Nicad batteries		Per lb	\$1.14	\$1.19
7	PCB containing ballast		Per lb	\$ .74	\$ .77
8	Non-PCB containing ballast		Per lb	\$ .47	\$ .49
<i>Hazardous &amp; Non-Hazardous Waste</i>					
1	Transportation of hazardous & non-hazardous waste		Per trip	\$713.18	\$745.40
2	Drum – toxic lab pack	55 gal	Each	\$743.21	\$776.79
3	Drum – class 1 waste	55 gal	Each	\$89.01	\$93.04
4	Drum – toxic lab pack	55 gal	Each	\$743.21	\$776.79
6	Drum – flammable lab pack	55 gal	Each	\$243.45	\$254.45
5	Drum – aerosols	55 gal	Each	\$243.45	\$254.45
7	Chemist		Per hour	\$160.87	\$168.14
8	Emergency Response (project manager, 3 technicians, truck & standard trailer)		Per hour	\$469.73	\$490.96
<i>Oil</i>					
1	Disposal		Per gal	\$0.00	\$0.00
Haul rate and equipment rental will be charged to the City according to the Price List. Contractor will issue the City a rebate based on a per ton rate as determined by the percentage of the index of American Metal Market #2 Bundles for Philadelphia.					

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/04/2015 – 08/03/2020	\$6,450,000.00	\$6,450,000.00
Amendment No. 1: Price Increase	\$0.00	\$6,450,000.00
Amendment No. 2: Price Increase	\$0.00	\$6,450,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By providing the CPI increase and rendering services, the Contractor acknowledges this Amendment and the City hereby incorporates it into and makes it part of the above-referenced contract.

CITY OF AUSTIN



Signature



Printed Name of Authorized Person



Title



Date



Amendment No. 1  
of  
Contract No. MA 8100 NA150000084  
for  
Total Waste Management  
between  
Texas Disposal Systems, Inc.  
and the  
City of Austin

1.0 The City hereby accepts the price increase for Total Waste Management. The revised pricing listed below is effective October 1, 2018. Any line items not listed below from the bid sheet retain the original price.

1B. Monthly Labor				
Item	Labor Type	Description	Price 2017 – 2018	Price 2018 – 2019
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decision-making authority.	\$11,168.45	\$11,458.02
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decision-making authority.	\$11,168.45	\$11,458.02
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,429.51	\$5,570.29

1C. Estimated Monthly Equipment Rental – Terminal				
Item	Labor Type	Description	Price 2017 – 2018	Price 2018 – 2019
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	\$109.76	\$112.61
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	\$390.96	\$401.10
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	\$390.96	\$401.10
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	\$246.70	\$253.10
5	Terminal	Tug/tow-tractor (4x2, capable of towing > 2000 lbs)	\$490.27	\$502.98

1D. Estimated Monthly Equipment Rental – Landside					
Item	Location	Location Description	Equipment Description	Price 2017 – 2018	Price 2018 – 2019
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	\$94.08	\$96.52

2A. Estimated Monthly Hauling and Disposal - Terminal				
Item	Location	Description	Price 2017 – 2018	Price 2018 – 2019
1	Compactor site	Compactor trash haul, 35 yd <sup>3</sup>	\$396.19	\$406.46
2	Compactor site	Compactor recycling haul, 35 yd <sup>3</sup>	\$270.74	\$277.76

2B. Estimated Monthly Hauling and Disposal - Landside						
Item	Location	Description	Size	Estimated Service Frequency	Price 2017 – 2018	Price 2018 – 2019
1	9309 Rental Car Ln	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
2	3400 Spirit of Texas Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
3	9400 Freight Ln	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
4	2716 Spirit of Texas Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
5	2901 Employee Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
6	3601 Bergstrom Dr	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75
7	10102 Aircraft Ln	6 yd <sup>3</sup> , no dedicated route	6 yd <sup>3</sup>	1x per week	\$104.53	\$107.24
8	9919 Service Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	1x per week	\$111.85	\$114.75

9	3819 Bergstrom Dr	20 yd <sup>3</sup> roll-off trash	20 yd <sup>3</sup>	1x per week	\$273.88	\$280.98
10	9501 Cargo Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	5x per week	\$463.09	\$475.09
11	9501 Cargo Ave	Front load recycle, no dedicated route	8yd <sup>3</sup>	5x per week	\$463.09	\$475.09

**2C. Estimated Monthly Hauling and Disposal – Landside with No Dedicated Route\*\***

Item	Labor Type	Description	Price 2017 – 2018	Price 2018 – 2019
1	9400 Freight Ln	8 yd <sup>3</sup> front load trash, no dedicated route	\$149.48	\$153.36
2	2901 Employee Ave	9 yd <sup>3</sup> front load trash, no dedicated route	\$404.55	\$415.04
3	2716 Spirit of Texas Dr	10 yd <sup>3</sup> front load trash, no dedicated route	\$277.02	\$284.20
4	3601 Emma Browning Ave	11 yd <sup>3</sup> front load trash, no dedicated route	\$149.48	\$153.36

**3A. Equipment Rental**

Item	Item Description	Size	Unit	Price 2017 – 2018	Price 2018 – 2019
1	Roll-off (open top)	20, 30, or 40 yd <sup>3</sup>	Per month	\$94.08	\$96.52
2	Compactor (electric or hydraulic)	35 yd <sup>3</sup>	Per month	\$390.96	\$401.10
3	Compactor (electric or hydraulic)	30 yd <sup>3</sup>	Per month	\$376.32	\$386.08
4	Compactor (electric or hydraulic)	25 yd <sup>3</sup>	Per month	\$361.69	\$371.07
5	Compactor (electric or hydraulic)	15 yd <sup>3</sup>	Per month	\$357.51	\$366.78
6	Tipper (electric or hydraulic, capable of lifting carts)	n/a	Per month	\$246.70	\$253.10
7	Trainable front load cart/compactor	2 or 3 yd <sup>3</sup>	Per month	\$109.76	\$112.61
8	Tug/tow-tractor (4x2, capable of towing > 2000 lbs., electric or propane)	n/a	Per month	\$490.27	\$502.98
9	Electric assist pallet jack	n/a	Per month	\$23.00	\$23.59
10	Front load lockbar	Any	Month	\$15.68	\$16.09
11	Split compactor	35 yd <sup>3</sup>	Month	\$646.02	\$662.77

**3B. Hauling and Disposal**

Item	Item Description	Size	Unit	Price 2017 – 2018	Price 2018 – 2019
1	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	1x per week	\$223.70	\$229.50
2	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	2x per week	\$424.41	\$435.41
3	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	3x per week	\$625.12	\$641.32
4	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	4x per week	\$825.82	\$847.23
5	Front load trash – dedicated route – monthly rate	8 yd <sup>3</sup>	5x per week	\$1,026.53	\$1,053.14
6	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	1x per week	\$149.48	\$153.36
7	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	2x per week	\$277.02	\$284.20
8	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	3x per week	\$404.55	\$415.04
9	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	4x per week	\$531.03	\$544.80
10	Front load trash – no dedicated route – monthly rate	8 yd <sup>3</sup>	5x per week	\$658.57	\$675.64
11	Front load – dedicated route with weight report	6 or 8 yd <sup>3</sup>	1 day	\$522.67	\$536.22
12	Front load recycle – monthly rate	6 yd <sup>3</sup>	1x per week	\$104.53	\$107.24
13	Front load recycle – monthly rate	6 yd <sup>3</sup>	2x per week	\$188.16	\$193.04
14	Front load recycle – monthly rate	6 yd <sup>3</sup>	3x per week	\$271.79	\$278.84
15	Front load recycle – monthly rate	6 yd <sup>3</sup>	4x per week	\$355.42	\$364.63
16	Front load recycle – monthly rate	6 yd <sup>3</sup>	5x per week	\$439.04	\$450.43
17	Front load recycle – monthly rate	8 yd <sup>3</sup>	1x per week	\$111.85	\$114.75
18	Front load recycle – monthly rate	8 yd <sup>3</sup>	2x per week	\$199.66	\$204.84
19	Front load recycle – monthly rate	8 yd <sup>3</sup>	3x per week	\$287.47	\$294.92
20	Front load recycle – monthly rate	8 yd <sup>3</sup>	4x per week	\$375.28	\$385.01
21	Front load recycle – monthly rate	8 yd <sup>3</sup>	5x per week	\$463.09	\$475.09
22	Front load food waste – monthly rate	6 yd <sup>3</sup>	1x per week	\$187.12	\$191.97
23	Front load food waste – monthly rate	6 yd <sup>3</sup>	2x per week	\$354.37	\$363.56
24	Trash extra	6 yd <sup>3</sup>	each	\$99.31	\$101.88
25	Trash extra	8 yd <sup>3</sup>	each	\$109.76	\$112.61

26	Recycle extra	6 yd <sup>3</sup>	each	\$88.85	\$91.16
27	Recycle extra	8 yd <sup>3</sup>	each	\$99.31	\$101.88
28	Food waste extra	6 yd <sup>3</sup>	each	\$156.80	\$160.87
29	Roll-off trash haul	20 yd <sup>3</sup>	each	\$273.88	\$280.98
30	Roll-off trash haul	30 yd <sup>3</sup>	each	\$297.92	\$305.65
31	Roll-off trash haul	40 yd <sup>3</sup>	each	\$320.92	\$329.24
32	Roll-off recycle haul	20,30,or 40 yd <sup>3</sup>	each	\$226.84	\$232.72
33	Roll-off delivery (temp)	20,30,or 40 yd <sup>3</sup>	each	\$116.03	\$119.04
34	Roll-off transportation	30 yd <sup>3</sup>	each	\$226.84	\$232.72
35	+ tires 15" or smaller		each	\$7.32	\$7.51
36	+ tires 16" to 19.5"		each	\$14.63	\$15.01
37	+ tires 20" to 24"		each	\$18.82	\$19.30
38	+ tires 25" to 28"		each	\$36.59	\$37.54
39	+ tires 29" to 38"		each	\$54.36	\$55.77
40	+ tires 39" to 48"		each	\$73.17	\$75.07
41	Roll-off contaminated soil	20 yd <sup>3</sup>	each	\$1,111.20	\$1,140.01
42	Roll-off clean rubber haul	30 yd <sup>3</sup>	each	\$818.50	\$839.73
43	Compactor trash haul	35 yd <sup>3</sup>	each	\$396.19	\$406.46
44	Compactor recycle haul	35 yd <sup>3</sup>	each	\$270.74	\$277.76
45	Compactor food haul	35 yd <sup>3</sup>	each	\$396.19	\$406.46
46	Compactor food haul	30 yd <sup>3</sup>	each	\$384.69	\$394.66
47	Compactor food haul	25 yd <sup>3</sup>	each	\$369.01	\$378.57
48	Compactor food haul	15 yd <sup>3</sup>	each	\$337.65	\$346.40
49	Split compactor trash/recycle haul	35 yd <sup>3</sup>	each	\$443.23	\$454.72
50	Split compactor trash/organic haul	35 yd <sup>3</sup>	each	\$491.31	\$504.05
51	Split compactor recycle/organic haul	35 yd <sup>3</sup>	each	\$443.23	\$454.72
52	Roll-off brush/untreated wood haul (includes processing)	20 yd <sup>3</sup>	each	\$249.84	\$256.31
53	Roll-off brush/untreated wood haul (includes processing)	30 yd <sup>3</sup>	each	\$260.29	\$267.04
54	Roll-off brush/untreated wood haul (includes processing)	40 yd <sup>3</sup>	each	\$270.74	\$277.76
55	Processing only of brush/wood waste. The Contractor shall charge the City the "Gate Rate" in effect at the time of processing. The Gate Rate is market-driven and subject to change at the Contractor's sole discretion. 8	1 ton min.	ton	\$0.00	\$0.00
56	On-site grinding of brush/wood waste if haul-off by Contractor	yd <sup>3</sup>	each	\$5.49	\$5.63
57	Haul-off of brush/wood waste after on-site grinding	82 yd <sup>3</sup>	each	\$431.73	\$442.92

3C. Other Services					
Item	Item Description	Size	Unit	Price 2017 – 2018	Price 2018 – 2019
1	Laborer (non-lead) – 10 hour shift per day, 7 days a week		Per month	\$8,298.98	\$8,514.16
2	On-time start-up cost for additional laborer. Only applicable if a new shift is added to labor composition detailed in Table 1B.		Each	\$4,708.23	\$4,830.30
3	Maintenance call-out during Regular Hours.* Regular Hours are defined in Section 2.1.1.2.		Each	\$130.67	\$134.06
4	Maintenance call-out outside of Regular Hours***		Each	\$209.07	\$214.49
5	Maintenance rate***		Per hour	\$109.76	\$112.61
6	Parts markup***			34%	35%
7	Waste sort (includes waste and recycle)		Each	\$2,341.57	\$2,402.28
8	Consultation on organics program (after program is rolled out, per Section 2.1.5.3)		Per hour	\$78.40	\$80.43
9	Compostable bags	45 gal	Per case	\$74.22	\$76.14
10	Deep clean (per Section 2.1.3.3)		Each	\$532.08	\$545.88



3D. Collection and Disposal					
Item	Item Description	Size	Unit	Price 2017 – 2018	Price 2018 – 2019
<i>Light Bulbs</i>					
1	Straight fluorescent bulbs	<5"	Each	\$ .40	\$ .41
2	Straight fluorescent bulbs	5"-8"	Each	\$ .76	\$ .78
3	Straight fluorescent bulbs	9"-12"	Each	\$ .90	\$ .92
4	Shielded or coated lamps		Each	\$2.15	\$2.21
5	U-Bend or circular lamps		Each	\$ .55	\$ .57
6	HID bulbs		Each	\$1.30	\$1.33
7	Compact w/ ballast		Each	\$ .68	\$ .70
8	Compact w/out ballast		Each	\$ .55	\$ .57
9	Drum-crushed lamps	55 gal	Each	\$33.46	\$342.11
<i>Batteries</i>					
1	Transportation of batteries		Per trip	\$202.80	\$208.05
2	Alkaline batteries (recycle)		Per lb	\$1.03	\$1.06
3	Lithium batteries		Per lb	\$6.53	\$6.70
4	Zinc Carbon batteries		Per lb	\$1.30	\$1.33
5	Lead acid batteries		Per lb	\$ .51	\$ .53
6	Nicad batteries		Per lb	\$1.11	\$1.14
7	PCB containing ballast		Per lb	\$ .72	\$ .74
8	Non-PCB containing ballast		Per lb	\$ .46	\$ .47
<i>Hazardous &amp; Non-Hazardous Waste</i>					
1	Transportation of hazardous & non-hazardous waste		Per trip	\$695.15	\$713.18
2	Drum – toxic lab pack	55 gal	Each	\$724.42	\$743.21
3	Drum – class 1 waste	55 gal	Each	\$86.76	\$89.01
4	Drum – toxic lab pack	55 gal	Each	\$724.42	\$743.21
6	Drum – flammable lab pack	55 gal	Each	\$237.29	\$243.45
5	Drum – aerosols	55 gal	Each	\$237.29	\$243.45
7	Chemist		Per hour	\$156.80	\$160.87
8	Emergency Response (project manager, 3 technicians, truck & standard trailer)		Per hour	\$457.86	\$469.73
<i>Oil</i>					
1	Disposal		Per gal	\$0.00	\$0.00
Haul rate and equipment rental will be charged to the City according to the Price List. Contractor will issue the City a rebate based on a per ton rate as determined by the percentage of the index of American Metal Market #2 Bundles for Philadelphia.					

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/04/2015 – 08/03/2020	\$6,450,000.00	\$6,450,000.00
Amendment No. 1: Price Increase	\$0.00	\$6,450,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

By providing the CPI increase and rendering services, the Contractor acknowledges this Amendment and the City hereby incorporates it into and makes it part of the above-referenced contract.

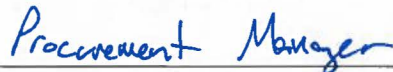
CITY OF AUSTIN



Signature



Printed Name of Authorized Person



Title



Date

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Texas Disposal Systems, Inc.  
For  
Total Waste Management**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Texas Disposal Systems ("Contractor"), having offices at 12200 Carl Road, Creedmoor, Texas 78610.

On November 10, 2014, the City issued a request for proposals, RFP PAX0120 ("RFP"), from interested parties to implement a "Total Waste Management Program" on the Austin-Bergstrom International Airport campus ("ABIA campus," delineated in Exhibit A). To help meet the City-wide goal of "zero waste by 2040", the Department of Aviation, through the Total Waste Management Program, seeks to improve waste diversion, meet internal waste diversion goals, and comply with the City's Universal Recycling Ordinance. The City recommended award of the Contract to Texas Disposal Systems, Inc. based on their professional capabilities and alignment to the City's vision.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Ryan Beard, Phone: (512) 659-0602, Email Address: rbeard@texasdisposal.com, and will serve as the single point of contact with full decision making authority on contractual matters. The Contractor's Project Manager for this engagement shall be Eric Krauss, Phone (512) 421-7602, Email Address: ekrauss@texasdisposal.com, who will serve as the single point of contact with full decision making authority on operational matters. The City's Contract Manager for the engagement shall be Karen Devane, Phone: (512) 530-6338, Email Address: Karen.Devane@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely implement the Total Waste Management Program described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Under the Total Waste Management Program, the Contractor shall carry out the following:

2.1.1 **Services.** Collect, empty, stage, haul off, and dispose of all waste streams (collectively referenced as "Services"). The Contractor shall provide Services at the Designated Service Locations described in

Exhibit B, beginning October 1, 2015. Services may also include classification, preparation of waste and recycle streams for shipment, and coordination and tracking of shipments.

2.1.1.1 Waste streams may include solid waste, recyclables, organics, regulated waste, industrial waste, hazardous waste, universal waste, electronics waste, construction and demolition debris, spill residue, scrap tires, scrap metal, recyclables not accepted in the "single stream" commingled recyclables (e.g. batteries), and any other waste stream mutually agreed upon by the City and Contractor.

2.1.1.2 The Contractor shall ensure the availability of Services for the Terminal and E. Infill 365 days per year between the hours of 4:00 am and 12:00 am ("Regular Hours") and shall conduct Services on a schedule mutually agreed upon in writing by the City and Contractor. Other Services provided at designated service locations shall be conducted on a schedule mutually agreed upon in writing by the City and Contractor.

2.1.1.3 The Contractor shall provide additional Services within 12 hours of the City's written request.

2.1.1.4 During Regular Hours, the Contractor shall respond to emergency requests with a plan of action no later than one hour after the time of request. Outside of Regular Hours, the Contractor shall respond to emergency requests with a plan of action no later than two hours after the time of request. Emergencies include but are not limited to overflowing dumpster and maintenance issues that impeded Services. Emergencies will be determined at the City's sole discretion.

2.1.1.5 Designated Service Locations and transportation routes are subject to the City's approval, and the Contractor shall make commercially reasonable efforts to accommodate the City's requests for changes.

2.1.1.6 The Contractor shall ensure uninterrupted delivery of Services.

2.1.1.7 The Contractor shall empty terminal waste and recycle carts close to the end of the shift at 12:00 am to ensure full capacity of the carts is available the following morning.

2.1.1.8 The Contractor shall transport all waste streams to a landfill, processing facility, or other location acceptable to the City. The Contractor shall give preference to local facilities when practicable.

2.1.1.9 The Contractor shall dispose of all waste streams in compliance with all applicable laws, ordinances, specifications, rules and regulations as established by the City of Austin, State of Texas, State Board of Health, U.S. Environmental Protection Agency, and any other applicable federal, state, or local governmental provisions prevailing during the term of the Contract. The Contractor shall comply with all applicable provisions of the City of Austin Universal Recycling Ordinance and of its future amendments.

2.1.2 Equipment. Supply, set up, maintain, and repair all equipment needed to perform work under the Contract and ensure the timely availability of spare equipment to maintain uninterrupted service.

2.1.2.1 All equipment provided by the Contractor is subject to the City's approval. The City may request replacement equipment as it deems necessary.

2.1.2.2 The Contractor shall ensure that equipment meets all applicable ANSI Z245 and OSHA standards.

2.1.2.3 The Contractor shall use uniform labeling of containers, carts, and equipment to avoid cross-contamination of waste streams and to ensure consistency.

2.1.2.4 The Contractor shall color code containers through label color, container lid, or container surface color to represent each material type in a manner approved by the City.

2.1.2.5 The Contractor shall ensure that carts meet the following criteria:

- a. Clearly marked and uniform in construction and color.

- b. Equipped with tongue, which locks into position when raised to the vertical position and sets a brake.
- c. Ability to hook together and be towed "train" style.
- d. Equipped with permanently attached lids, which open automatically when elevated by the cart tipper.
- e. Durable enough to be towed at the minimum speed not less than 10 miles per hour.
- f. Emptied into compactors using a tipper.
- g. Sealed at the bottom and maintained to prevent leakage of liquids.

2.1.2.6 The Contractor shall ensure that equipment is capable of using existing facility configurations (i.e. access for trucks, overhead lines, location of power source, loading dock, etc.).

2.1.2.7 The Contractor shall ensure that all cart tippers and compactors are electric and hydraulic powered.

2.1.2.8 The Contractor shall ensure that the cart tow-tractor is electric or runs on alternative fuel as defined in Title 10 of the Code of Federal Regulations, Part 490.2.

2.1.2.9 The Contractor shall repair or replace inoperable equipment within 24 hours.

2.1.2.10 The Contractor shall perform preventative maintenance on equipment.

2.1.2.11 The Contractor shall maintain sufficient spare equipment to ensure uninterrupted delivery of service.

2.1.2.12 The City is under no obligation but reserves the right of first refusal to purchase from the Contractor at fair market value, as determined by an independent third party appraiser mutually agreed upon by the City and Contractor, any or all equipment used under the Contract, excluding collection vehicles.

2.1.3 Clean-up. Ensure that waste collection sites, waste and recycle carts, dumpsters, compactors, and compaction containers are kept clean at all times;

2.1.3.1 Clean-up activities include picking up spilled waste and recyclables, sweeping, and pressure washing of collection sites;

2.1.3.2 The Contractor shall conduct wash-down activities in compliance with ABIA environmental policies [http://content.abia.org/environmental/pdfs/appendix\\_e.pdf](http://content.abia.org/environmental/pdfs/appendix_e.pdf)

2.1.3.3 The Contractor shall conduct a deep clean of carts, compactors, dumpsters, staging areas, and compactor areas (including trench drain) quarterly or as directed by the City.

2.1.4 Meetings. At no additional charge to the City, meet regularly as determined by the City to discuss improvements, concerns, scheduling, or other matters related to the Total Waste Management Program.

2.1.5 Organics collection. Integrate organics collection into the Total Waste Management Program.

2.1.5.1 Prior to implementation of organics collection, the Contractor shall provide the City with a written work plan, which will be subject to the City's approval.

2.1.5.2 The Contractor shall make commercially reasonable efforts to integrate organics collection in a manner acceptable to the City no later than six months after the Effective Date.

2.1.5.3 The Contractor shall develop the organics collection work plan at no additional cost to the City and implement organics collection according to the fees described in Exhibit C. Revisions to the work plan and/or implementation of organics collection are subject to hourly consultation fees described in Exhibit C.

2.1.6 Reporting and data collection.

2.1.6.1 Submit electronic reports to the City on a monthly basis at no additional charge to the City. Report due dates will be mutually agreed upon in writing, and reporting format shall be substantially similar to Exhibit D. The reports should include monthly and to-date information (both fiscal and calendar year) including the following:

- a. Weights for all waste streams removed from the ABIA campus during the reporting period;
- b. Accuracy of data obtained. The Contractor shall identify in the report whether the weight is actual or estimated;
- c. Diversion rates and detailed summary of all waste streams during the reporting period;
- d. Description of any recycle loads rejected from the recycling facility due to contamination to include weight, picture, and reason for rejection;
- e. Summary of services provided during the reporting period, including total labor hours; equipment rental fees; disposal, hauling, and tipping fees; clean-up; consultation; training; and planning;
- f. Equipment evaluation, including equipment rented, number of carts in service, equipment out of service and estimate time of repairs, and planned maintenance activities;
- g. Summary of other wastes generated, i.e. waste and recycle streams that are not part of the terminal or landside regular collection systems, including regulated waste.
- h. Provide manifest, trip tickets, bill of lading, certificates or recycling, or other required disposal documentation or appropriate tracking method to demonstrate compliance with environmental laws; and
- i. Recommendations from the Contractor on improving the Total Waste Management Program.

2.1.6.2 Submit ad hoc reports as requested by the City.

2.1.6.3 Provide the City with an updated quality control plan to ensure accuracy of data collected and reported. The current quality control plan is included as Exhibit E of the Contract.

2.1.6.4 Conduct a waste sort of the terminal waste and recycle compactors two times per year or as mutually agreed upon by the City and Contractor. Develop a plan to identify, characterize and analyze a representative composition of materials in the waste and recycle streams. Submit findings of waste characterization and analysis to the City.

2.1.7 Provide a work plan that describes the following: how required Services will be accomplished; how the contract will be implemented over the duration of the Contract; how improvements will be made to the waste management program, including evaluation and consultation; and how education and outreach will be provided.;

2.1.8 Conduct other related activities as mutually agreed upon.

2.1.9 Upon termination or expiration of this Contract, and in the event waste management services are transitioned to another party, the Contractor shall work cooperatively with the City and any City-designated third party to transition waste management services including the removal of equipment.

2.1.10 **City's Obligations.** The City will provide electrical power and connections; staging locations for equipment; and two tipper. The City will also provide a climate-controlled break room for use by Contractor's employees who are providing services under this Contract.

2.1.11 **Deliverables.** Key deliverables to be provided by the Contractor include:

Deliverable	Timeline (completion date or frequency)	Acceptance Criteria	Contract Reference
Develop Service schedule.	Prior to Service start date.	Mutual written agreement.	2.1.1.2

Equipment is set up/installed at appropriate places on ABIA campus	Prior to Service start date	Installation of equipment in a manner acceptable to the City.	2.1.2
Waste collection sites and equipment are kept clean at all times.	Routine clean-up of waste collection sites; quarterly power wash of compactor sites (or as directed by the City).	Waste collection sites are clean.	2.1.3
Meet regularly to discuss Total Waste Management Program.	As directed by the City.	Meetings scheduled and completed.	2.1.4
Develop organics collection work plan.	Prior to implementing organics collection.	Plan approved by City's Contract Manager.	2.1.5.1
Integrate organics collection into Total Waste Management Program.	No later than six months after Effective Date.	Organics collection plan approved by the City.	2.1.5.2
Submit regular reports.	Monthly on a mutually agreed upon due date.	Report approved by City's Contract Manager.	2.1.6.1
Characterize and analyze waste.	Two times per year on a mutually agreed upon schedule.	Plan and report approved by City's Contract Manager.	2.1.6.4
Submit work plan	Prior to Service start date.	Acceptance by City's Contract Manager.	2.1.7
On-site personnel have obtained security access badges.	Prior to Service start date.	Badges picked up from Aviation by Contractor	7.3
On-site personnel who will drive in secured areas have completed non-movement area driver training, and obtained airside vehicle insurance and logo registration.	Prior to Service start date.	Acceptance by City	7.3
Living Wages Contractor Certification (Exhibit H) signed by Contractor.	<ul style="list-style-type: none"> <li>October 6, 2015; and</li> <li>Updated and provided as necessary throughout the Contract term.</li> </ul>	Acceptance by City's Contract Manager.	7.24.2
Living Wages Employee Certification (Exhibit I) signed by employee.	<ul style="list-style-type: none"> <li>With first invoice;</li> <li>Annually on anniversary of Effective Date; and</li> <li>As employees are added to the Contract, and/or to report employee changes.</li> </ul>	Acceptance by City's Contract Manager.	7.24.3, 7.24.4

### SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$6,450,000 for the initial term of 60 months, with two 36-month extension options in an amount not to exceed \$4,200,000 per option, for a total Contract amount not to exceed \$14,850,000 for all fees and expenses.

3.2 **Pricing.** Pricing under this Contract will be based on fees described in Exhibit C.

3.3 **Price Adjustments.** Prices shown in this Contract shall remain firm for the first 12-month period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor for Labor. The percentage change between the contract price and the requested price shall not exceed the year over year percentage change in the **U.S. Bureau of Labor Statistics' CPI – All Urban Consumers, Garbage and Trash Collection, Series ID CUUR0000SEHG02 (U.S. City Averages, Not Seasonally Adjusted)** and the most recent, non-preliminary data at the time the price adjustment is requested.

3.3.1 A request for price adjustment must be made in writing and submitted to the other party prior to the yearly anniversary date of the Effective Date. Price adjustment requests may be made beginning May 1 and no later than June 15 of the same year; adjustments may only be considered at that time. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs.

3.3.2 Once received, the City will have 15 business days to review and approve/disapprove the requested adjustment.

3.3.3 The Contractor shall provide an update to prices in Exhibit C once agreed to adjustment(s) have been approved by the parties.

3.3.4 For the purposes of calculating the price adjustment, "New Month" is defined as the most recent non-preliminary index. "Base Month" is defined as the New Month of the prior year. The Base Month for year 2 of the Contract (which begins on the first anniversary of the Effective Date) will be based on the index in effect on January 12, 2015, the date the RFP closed.

3.3.5 If the index referenced in 3.3 is no longer available, the Contractor may shift up to the next higher category index.

3.3.6 Approved price adjustments will go into effect on the first day of the contract anniversary date and remain in effect until contract expiration, unless changed by subsequent amendment.

### 3.4 **Invoices.**

3.4.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be based on services rendered and itemized according to the line item descriptions and rates in Exhibit C. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Department of Aviation
Attn:	Karen Devane
Address	3600 Presidential Blvd.
City, State, Zip Code	Austin, TX 78719



3.4.2 Invoices for labor shall include the deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number.

3.4.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.4.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4.5 The Contractor may invoice the City for start-up costs after equipment has been installed on Aviation property and deemed acceptable by the City's Contract Manager; and Contractor and Subcontractor personnel have obtained security access badges according to Section 7.3.

3.4.6 The Contractor may invoice the City on a monthly basis.

### 3.5 **Payment.**

3.5.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

**3.5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.5.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.5.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.5.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.5.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.5.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.5.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.5.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.5.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.5.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.6 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate

Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

### 3.7 **Final Payment and Close-Out.**

3.7.1 The making and acceptance of final payment will constitute:

3.7.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.7.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

## **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** This Contract shall become effective on the date executed by the City ("Effective Date"). The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to two additional 36-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

**Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and

prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

Upon termination, the Contractor, at the City's request, shall work cooperatively with the City and any City-designated third party to transition waste management services in accordance with Section 2.1.9.

**4.4 Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon three hundred sixty-five (365) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall continue to fully perform its work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination and shall work cooperatively with the City and any City-designated third party to transition waste management services in accordance with Section 2.1.9 at the City's direction. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.4.1 During the initial term of the Contract only and if the Contract is terminated without cause, the City will purchase from the Contractor, custom equipment that the Contractor is unable to utilize outside of the Total Waste Management Program. Equipment to be purchased under this provision is itemized in 4.4.1.1, 4.4.1.2, and 4.4.1.3 below. Additional equipment may be added by written amendment to this Contract.

4.4.1.1 Tippers - electric or hydraulic, capable of lifting carts (Exhibit C, Table 3A, Item 6)

4.4.1.2 2 to 3 cubic yard trainable carts/front load compactors (Exhibit C, Table 3A, Item 7)

4.4.1.3 Tugs/tow-tractors - 4 x 2, capable of towing  $\geq 2000$  lbs., electric or propane (Exhibit C, Table 3A, Item 8)

The City will purchase the equipment at fair market value as determined by an independent third party appraiser mutually agreed upon by the City and Contractor.

**4.5 Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$10,000,000 for coverages A (Bodily Injury and Property Damage) and

B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

## 5.1 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit F. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract

and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.1.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.3 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.3.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.4 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable software contained in the deliverables, the Contractor agrees to disclose such patentable software to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable software to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.4.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.



5.4.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

## **SECTION 6. WARRANTY - SERVICES**

6.1 The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.1.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.1.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.1.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## **SECTION 7. MISCELLANEOUS**

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and

specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

## 7.2 **Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Workforce Security Clearance and Identification.** All Contractor and Subcontractor personnel whose job duties include working in ABIA Secured Areas, Sterile Areas, or Airport Operations Areas as described in Exhibit F, Airport Security Requirements, are required to obtain ABIA-issued security ID badges prior to performing any work on the ABIA campus. These badges must be prominently displayed on their person at all times.

7.3.1 The Contractor shall ensure that its personnel and Subcontractor personnel required to obtain ABIA-issued security ID badges follow procedures described in Exhibit G to obtain security ID badges.

7.3.2 The Contractor and Subcontractor shall adhere to all requirements, policies, and procedures described in Exhibit F, including but not limited to a monthly badge audit to ensure all active badge holders are still employed.

7.3.3 Failure to return a security access badge will result in a \$500.00 per badge fee, which will be deducted from payment for work performed under the Contract.

7.3.4 The Contractor shall ensure that its personnel and Subcontractor personnel required to operate a vehicle in the ABIA Secured Areas, Sterile Areas, or Airport Operations Areas as described in Exhibit F complete non-movement area driver training, and obtain airside vehicle insurance and logo registration.

7.4 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). The Contractor, its Subcontractors and their respective employees shall adhere to ABIA's Environmental Policies and Procedures including the ABIA Storm Water Pollution Prevention Plan (SWP3) and Spill Response Plan (SRP) which on the effective date are posted on the City's website: <http://austintexas.gov/departments/storm-water-pollution-prevention-plan-abia>. The Contractor, its Subcontractors, and their respective employees, shall comply fully with airport rules, regulations and operating directives. In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims,

demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**7.5 Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.5.1 disposal of major assets;

7.5.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.5.3 any significant termination or addition of provider contracts;

7.5.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.5.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.5.6 reorganization, reduction and/or relocation in key personnel;

7.5.7 known or anticipated sale, merger, or acquisition;

7.5.8 known, planned or anticipated stock sales;

7.5.9 any litigation against the Contractor; or

7.5.10 significant change in market share or product focus.

**7.6 Right To Audit.**

7.6.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor directly related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

**7.7 Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

**7.8 Indemnity.**

7.8.1 Definitions:

7.8.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.8.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.8.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.8.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.8.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

7.9 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.10 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:  
City of Austin, Purchasing Office  
ATTN: Sandy Brandt, Contract Administrator  
P O Box 1088  
Austin, TX 78767  
Sandy.Brandt@austintexas.gov

To the Contractor:  
Texas Disposal Systems, Inc.  
ATTN: Ryan Beard, Contract Manager  
12200 Carl Road  
Creedmoor, TX 78610  
rbeard@texasdisposal.com

7.11 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it

will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.12 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.13 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.14 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.15 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.16 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.17 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.18 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.19 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.20 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.21 **Dispute Resolution.**

7.21.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.21.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.22 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.22.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.22.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.22.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the



service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

## **7.23 Subcontractors.**

7.23.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.23.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.23.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.23.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.23.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.23.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.23.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.23.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.23.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**7.24 Living Wages.**

7.24.1 The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.24.2 The City requires Contractors to provide a signed certification within five (5) calendar days of Contract execution certifying that all employees directly assigned to this Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour (see Exhibit H, Living Wages Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the Contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.24.3 The Contractor shall maintain throughout the term of the Contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

7.24.4 The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Contract. The City reserves the right to request individual Employee Certifications (see Exhibit I, Living Wages Employee Certification) at any time during the Contract term. Employee Certifications shall be signed by each employee directly assigned to the Contract. The Employee Certification form is also available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

7.24.5 Contractor shall submit employee certifications annually on the anniversary date of the Effective Date with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract. The Employee Certification Forms shall be submitted for employees added to the Contract and/or to report employee changes as they occur.

7.24.6 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in paragraph 7.24.3 above to verify compliance with this provision.

**7.25 Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

**7.26 Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

**7.27 Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.28 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.29 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

TEXAS DISPOSAL SYSTEMS, INC.

By: Ryan P. Beard  
Signature

Name: RYAN P. BEARD  
Printed Name

Title: SALES MANAGER

Date: 8/3/2015

CITY OF AUSTIN

By: Teresa Beady  
Signature

Name: Teresa Beady  
Printed Name

Title: Corp Purchasing Manager

Date: 8/4/2015

CITY OF AUSTIN

By: Sai Xoonjai Porcell  
Signature

Name: Sai Xoonjai Porcell  
Printed Name

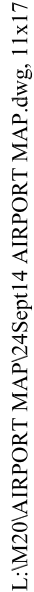
Title: Senior Buyer Specialist

Date: 8/4/2015

## **List of Exhibits**

Exhibit A	ABIA Campus
Exhibit B	Designated Service Locations
Exhibit C	Pricing
Exhibit D	Reporting
Exhibit E	Quality Control Plan
Exhibit F	Non Discrimination Certification, Section 0800
Exhibit G	Airport Security Requirements
Exhibit H	Living Wages Contractor Certification, Section 0815
Exhibit I	Living Wages Employee Certification, Section 0820





### Exhibit B – Designated Service Locations

No.	Designated Service Locations	Service(s)	Waste Stream(s)
1	Terminal Ramp	Staging, collection, transfer to compactor site, clean-up	Landfill waste and recyclables
2	Chute Rooms (Airside, East and West ends)	Staging, collection, transfer to compactor site, clean-up	Landfill waste and recyclables
3	W100 Parking Lot	Staging, collection, transfer to compactor site, clean-up	Landfill waste and recyclables
4	Compactor site (Spirit of Texas Dr.)	Tipping, operation of compactor, clean up, haul off	Landfill waste and recyclables
5	E. Infill	Staging, collection, transfer to compactors, clean-up	Landfill waste and recyclables
6	Terminal, equipment location TBD	Pickup, haul-off, reporting	Organics recycling
7	Department of Aviation Planning and Engineering building 2716 Spirit of Texas Dr.	Pickup, haul-off, reporting	Landfill waste and recyclables, future – potential organics recycling
8	Parking Lot H, 9309 Rental Car Lane	Pickup, haul-off, reporting	Landfill waste and recyclables
9	Department of Aviation Warehouse, 9400 Freight Lane	Pickup, haul-off, reporting	Landfill waste and recyclables
10	Department of Aviation Communications Building, 2901 Employee Ave.	Pickup, haul-off, reporting	Landfill waste and recyclables
11	Airline Belly Freight, 3400 Spirit of Texas Dr.	Pickup, haul-off, reporting	Recyclables
12	LSG SkyChefs, 9919 Service Ave.	Pickup, haul-off, reporting	Recyclables
13	Bradford Logistics, 9501 Cargo Ave.	Pickup, haul-off, reporting	Recyclables
14	Aircraft Rescue and Fire Fighting Station/Air Traffic Control Tower, 10102 Aircraft Lane	Pickup, haul-off, reporting	Recyclables
15	Department of Aviation Maintenance Complex, 3601 Bergstrom Dr.	Pickup, haul-off, reporting	Landfill waste and recyclables
16	Department of Aviation Maintenance Building 3509	Pickup, haul-off, reporting	Batteries
17	Department of Aviation Motor Pool, 3819 Bergstrom Dr.	Pickup, haul-off, reporting	Landfill waste
18	Hazardous Waste Storage Area, 3819 Bergstrom Dr.	Pickup, haul-off, reporting, as-needed waste profiling and packaging	Regulated waste including hazardous waste, universal waste, industrial waste, used oil, absorbents, electronic waste, construction & demolition debris, spill residue, scrap metal, and batteries.
19	Brush storage area, 3819 Bergstrom Dr.	Pickup, haul-off, reporting	Brush
20	Department of Aviation Building 8080 (Bulb Shop), 3206 Emma Browning Ave. (Airside)	Pickup, haul-off, reporting	Crushed and intact bulbs



## Exhibit C - Pricing

### **Section 1. Labor and Equipment Rental**

The quantities in Tables 1A, 1B, 1C, and 1D below are estimates only and based on historical waste and recycle generation rates. The City reserves the right to request more or less than the quantities stated below.

<b>1A. One-time Start-Up Fee for Labor (Terminal, Landside, and East Infill)</b>		
<b>Item</b>	<b>Description</b>	<b>Price</b>
1	One-time start-up fee based on Monthly Labor identified in Table 1B. Includes items such as uniforms, ancillary equipment, supplies, badging, hiring, training, backup staff, etc.	\$12,413.00

<b>1B. Monthly Labor</b>			
<b>Item</b>	<b>Labor Type</b>	<b>Description</b>	<b>Price</b>
1	A.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
2	P.M. Lead Shift Laborer	10 hour shift per day, 7 days a week. Lead Shift Laborer is the primary point of contact for on-site services for the shift and has some decisionmaking authority.	\$10,684.00
3	Laborer (non-lead)	10 hour shift, 5 days a week.	\$5,194.00
<b>TOTAL</b>			<b>\$26,562.00</b>

<b>1C. Monthly Equipment Rental - Terminal</b>					
<b>Item</b>	<b>Location</b>	<b>Equipment Description</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price (Est Qty x Unit Price)</b>
1	Near airline gates; W100 parking lot; chute rooms	2 or 3 yd <sup>3</sup> trainable cart/front load compactor	48	\$105	\$5,040
2	Compactor site	35 yd <sup>3</sup> compactor for refuse	2	\$374	\$748
3	Compactor site	35 yd <sup>3</sup> compactor for mixed recyclables	2	\$374	\$748
4	Compactor site	Tipper (electric or hydraulic, capable of lifting carts)	2	\$236	\$472
5	Terminal	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs., electric or propane)	1	\$469	\$469
<b>TOTAL</b>					<b>\$7,477.00</b>

## Exhibit C - Pricing

1D. Monthly Equipment Rental - Landside					
Item	Location	Location Description	Equipment description	Estimated Quantity	Extended Price
1	9309 Rental Car Ln	Lot H	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
2	3400 Spirit of Texas Drive	Airline Belly Freight	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
3	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
4	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
5	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
6	3601 Bergstrom Drive	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
7	10102 Aircraft Ln	ARFF/ATCT	6 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
8	9919 Service Avenue	LSG SkyChefs	8 yd <sup>3</sup> front load dumpster mixed recyclables	1	included in Hauling & Disposal fee
9	9501 Cargo Ave	Bradford Logistics	8 yd <sup>3</sup> front load dumpster refuse	2	included in Hauling & Disposal fee
10	9400 Freight Ln	DOA Warehouse	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee
11	2901 Employee Ave	AMPCO/DOC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee
12	2716 Spirit of Texas Drive	DOA P&E/LRC	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee
13	3601 Emma Browning Ave	DOA Mtc Complex	8 yd <sup>3</sup> front load dumpster refuse	1	included in Hauling & Disposal fee
14	3819 Bergstrom Drive	DOA Motor Pool	20 yd <sup>3</sup> roll-off refuse (open top)	1	\$90.00      \$90.00
<b>TOTAL</b>					<b>\$90.00</b>

## Exhibit C - Pricing

### **Section 2. Hauling and Disposal**

Hauling and disposal frequency in Tables 2A, 2B, and 2C below are estimates only and based on historical waste and recycle generation rates. The Contractor shall provide hauling and disposal services on an as needed basis (i.e. when receptacles are full) or as otherwise directed by the City.

The City endeavors to increase waste diversion in line with its “zero waste by 2040” goal and therefore anticipates decreases in services for trash and increases in services for recyclables throughout the Contract term.

2A. Monthly Hauling and Disposal - Terminal					
Item	Location	Description	Estimated # of Monthly Hauls	Price per Haul	Total Price
1	Compactor site	compactor trash haul, 35 yd <sup>3</sup>	36	\$379.00	\$13,644.00
2	Compactor site	compactor recycle haul, 35 yd <sup>3</sup>	8	\$259.00	\$2,072.00
				<b>TOTAL</b>	<b>\$15,716.00</b>

2B. Monthly Hauling and Disposal - Landside					
Item	Location	Description	Size	Estimated Service Frequency	Extended Price
1	9309 Rental Car Ln	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
2	3400 Spirit of Texas Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
3	9400 Freight Ln	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
4	2716 Spirit of Texas Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
5	2901 Employee Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
6	3601 Bergstrom Drive	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
7	10102 Aircraft Ln	6 yd <sup>3</sup> front load recycle	6 yd <sup>3</sup>	1x per week	\$100.00

## Exhibit C - Pricing

8	9919 Service Avenue	front load recycle, no dedicated route	8 yd <sup>3</sup>	1x per week	\$107.00
9	3819 Bergstrom Drive	20 yd <sup>3</sup> roll-off trash	20 yd <sup>3</sup>	1x per week	\$262.00
10	9501 Cargo Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	5x per week	\$443.00
11	9501 Cargo Ave	front load recycle, no dedicated route	8 yd <sup>3</sup>	5x per week	\$443.00
<b>TOTAL</b>					<b>\$1,997.00</b>

2C. Monthly Hauling and Disposal - Landside with No Dedicated Route **				
Item	Location	Description	Estimated Service Frequency	Extended Price
1	9400 Freight Ln	8 yd <sup>3</sup> front load trash, no dedicated route	1x per week	\$143.00
2	2901 Employee Ave	8 yd <sup>3</sup> front load trash, no dedicated route	3x per week	\$387.00
3	2716 Spirit of Texas Drive	8 yd <sup>3</sup> front load trash, no dedicated route	2x per week	\$265.00
4	3601 Emma Browning Ave	8 yd <sup>3</sup> front load trash, no dedicated route	1x per week	\$143.00
<b>TOTAL</b>				<b>\$938.00</b>

*\*\*It is the City's intent to request dedicated route hauling and disposal with weight report two times per year for items 1 through 4 in Table 2C above. When this is requested, the applicable rate shall apply (see Table 3B, item 11).*

## Exhibit C - Pricing

### Section 3. Add-on Items

Upon mutual agreement, additional items may be added according to the prices in Tables 3A, 3B, 3C, and 3D below.

3A. Equipment Rental				
Item	Item Description	Size	Unit	Rate
1	Roll-off (open top)	20, 30, or 40 yd <sup>3</sup>	per month	\$90.00
2	Compactor (electric or hydraulic)	35 yd <sup>3</sup>	per month	\$374.00
3	Compactor (electric or hydraulic)	30 yd <sup>3</sup>	per month	\$360.00
4	Compactor (electric or hydraulic)	25 yd <sup>3</sup>	per month	\$346.00
5	Compactor (electric or hydraulic)	15 yd <sup>3</sup>	per month	\$342.00
6	Tipper (electric or hydraulic, capable of lifting carts)	n/a	per month	\$236.00
7	Trainable front load cart/compactor	2 or 3 yd <sup>3</sup>	per month	\$105.00
8	Tug/tow-tractor (4 x 2, capable of towing ≥2000 lbs., electric or propane)	n/a	per month	\$469.00
9	Electric assist pallet jack	n/a	per month	\$22.00
10	Front load lockbar	any	month	\$15.00
11	Split compactor	35 yd <sup>3</sup>	month	\$618.00

3B. Hauling and Disposal				
Item	Item Description	Size	Unit	Rate
1	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	1x per week	\$214.00
2	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	2x per week	\$406.00
3	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	3x per week	\$598.00
4	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	4x per week	\$790.00
5	Front load trash - dedicated route - monthly rate	8 yd <sup>3</sup>	5x per week	\$982.00
6	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	1x per week	\$143.00
7	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	2x per week	\$265.00
8	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	3x per week	\$387.00
9	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	4x per week	\$508.00
10	Front load trash - no dedicated route - monthly rate	8 yd <sup>3</sup>	5x per week	\$630.00
11	Front load - dedicated route with weight report	6 or 8 yd <sup>3</sup>	1 day	\$500.00
12	Front load recycle - monthly rate	6 yd <sup>3</sup>	1x per week	\$100.00
13	Front load recycle - monthly rate	6 yd <sup>3</sup>	2x per week	\$180.00
14	Front load recycle - monthly rate	6 yd <sup>3</sup>	3x per week	\$260.00
15	Front load recycle - monthly rate	6 yd <sup>3</sup>	4x per week	\$340.00
16	Front load recycle - monthly rate	6 yd <sup>3</sup>	5x per week	\$420.00

## Exhibit C - Pricing

17	Front load recycle - monthly rate	8 yd <sup>3</sup>	1x per week	\$107.00
18	Front load recycle - monthly rate	8 yd <sup>3</sup>	2x per week	\$191.00
19	Front load recycle - monthly rate	8 yd <sup>3</sup>	3x per week	\$275.00
20	Front load recycle - monthly rate	8 yd <sup>3</sup>	4x per week	\$359.00
21	Front load recycle - monthly rate	8 yd <sup>3</sup>	5x per week	\$443.00
22	Front load food waste - monthly rate	6 yd <sup>3</sup>	1x per week	\$179.00
23	Front load food waste - monthly rate	6 yd <sup>3</sup>	2x per week	\$339.00
24	Trash extra	6 yd <sup>3</sup>	each	\$95.00
25	Trash extra	8 yd <sup>3</sup>	each	\$105.00
26	Recycle extra	6 yd <sup>3</sup>	each	\$85.00
27	Recycle extra	8 yd <sup>3</sup>	each	\$95.00
28	Food waste extra	6 yd <sup>3</sup>	each	\$150.00
29	Roll-off trash haul	20 yd <sup>3</sup>	each	\$262.00
30	Roll-off trash haul	30 yd <sup>3</sup>	each	\$285.00
31	Roll-off trash haul	40 yd <sup>3</sup>	each	\$307.00
32	Roll-off recycle haul	20, 30, or 40 yd <sup>3</sup>	each	\$217.00
33	Roll-off delivery (temp)	20, 30, or 40 yd <sup>3</sup>	each	\$111.00
34	Roll-off transportation	30 yd <sup>3</sup>	each	\$217.00
35	+ tires 15" or smaller		each	\$7.00
36	+ tires 16" to 19.5"		each	\$14.00
37	+ tires 20" to 24"		each	\$18.00
38	+ tires 25" to 28"		each	\$35.00
39	+ tires 29" to 38"		each	\$52.00
40	+ tires 39" to 48"		each	\$70.00
41	Roll-off contaminated soil	20 yd <sup>3</sup>	each	\$1,063.00
42	Roll-off clean rubber haul	30 yd <sup>3</sup>	each	\$783.00
43	Compactor trash haul	35 yd <sup>3</sup>	each	\$379.00
44	Compactor recycle haul	35 yd <sup>3</sup>	each	\$259.00
45	Compactor food haul	35 yd <sup>3</sup>	each	\$379.00
46	Compactor food haul	30 yd <sup>3</sup>	each	\$368.00
47	Compactor food haul	25 yd <sup>3</sup>	each	\$353.00
48	Compactor food haul	15 yd <sup>3</sup>	each	\$323.00
49	Split compactor trash/recycle haul	35 yd <sup>3</sup>	each	\$424.00
50	Split compactor trash/organic haul	35 yd <sup>3</sup>	each	\$470.00
51	Split compactor recycle/organic haul	35 yd <sup>3</sup>	each	\$424.00
52	Roll-off brush/untreated wood haul (includes	20 yd <sup>3</sup>	each	\$239.00

## Exhibit C - Pricing

	processing)			
53	Roll-off brush/untreated wood haul (includes processing)	30 yd <sup>3</sup>	each	\$249.00
54	Roll-off brush/untreated wood haul (includes processing)	40 yd <sup>3</sup>	each	\$259.00
55	Processing only of brush/wood waste. The Contractor shall charge the City the "Gate Rate" in effect at the time of processing. The Gate Rate is market-driven and subject to change at the Contractor's sole discretion. The Gate Rate on July 24, 2015, is \$10 per ton of brush/wood waste (1 ton minimum).	1 ton minimum	ton	
56	On-site grinding of brush/wood waste if haul-off by Contractor	yd <sup>3</sup>	each	\$5.25
57	Haul-off of brush/wood waste after on-site grinding	82yd <sup>3</sup>	each	\$413.00

3C. Other Services				
Item	Item Description	Size	Unit	Rate
1	Laborer (non-lead) - 10 hour shift per day, 7 days a week		per month	\$7,939
2	On-time start-up cost for additional laborer. Only applicable if a new shift is added to labor composition detailed in Table 1B.		each	\$4,504
3	Maintenance call-out during Regular Hours.*** Regular Hours are defined in Section 2.1.1.2.		each	\$125.00
4	Maintenance call-out outside of Regular Hours***		each	\$200.00
5	Maintenance rate***		per hour	\$105.00
6	Parts markup***			33%
7	Waste sort (includes waste and recycle)		each	\$2,240.00
8	Consultation on organics program (after program is rolled out, per Section 2.1.5.3)		per hour	\$75.00
9	Compostable bags	45 gal	per case	\$71.00
10	Deep clean (per Section 2.1.3.3)		each	\$509.00

\*\*\*Maintenance and parts apply to City-owned equipment only (maintenance on the Contractor's equipment is included in the rental fee). When maintenance is requested for City-owned equipment, a call-out fee and hourly fees will apply.



## Exhibit C - Pricing

3D. Collection and Disposal				
Item	Item Description	Size	Unit	Rate
<i>Light bulbs</i>				
1	Straight fluorescent bulbs	< 5"	each	\$0.38
2	Straight fluorescent bulbs	5"-8"	each	\$0.73
3	Straight fluorescent bulbs	9"-12"	each	\$0.86
4	Shielded or coated lamps		each	\$2.06
5	U-Bend or circular lamps		each	\$0.53
6	HID bulbs		each	\$1.24
7	Compact w/ ballast		each	\$0.65
8	Compact w/out ballast		each	\$0.53
9	Drum-crushed lamps	55 gal	each	\$319.00
<i>Batteries</i>				
1	Transportation of batteries		per trip	\$194.00
2	Alkaline batteries (recycle)		per lb	\$0.99
3	Lithium batteries		per lb	\$6.25
4	Zinc Carbon batteries		per lb	\$1.24
5	Lead acid batteries		per lb	\$0.49
6	Nicad batteries		per lb	\$1.06
7	PCB containing ballast		per lb	\$0.69
8	non-PCB containing ballast		per lb	\$0.44
<i>Hazardous &amp; Non-Hazardous Waste</i>				
1	Transportation of hazardous & non-hazardous waste		per trip	\$665.00
2	Drum- toxic lab pack	55 gal	each	\$693.00
3	Drum- class 1 waste	55 gal	each	\$83.00
4	Drum- toxic lab pack	55 gal	each	\$693.00
5	Drum- flammable lab pack	55 gal	each	\$227.00
6	Drum- aerosols	55 gal	each	\$227.00
7	Chemist		per hour	\$150.00
8	Emergency Response (project manager, 3 technicians, truck & standard trailer)		per hour	\$438.00
<i>Oil</i>				
	Disposal		per gal	\$0.00
<i>Scrap Metal</i>				
Haul rate and equipment rental will be charged to the City according to this Price List. Contractor will issue the City a rebate based on a per ton rate as determined by the percentage of the index of American Metal Market #2 Bundles for Philadelphia.				

Total Waste Management Services  
Department of Aviation  
Austin-Bergstrom International Airport  
Monthly Report  
[DATE]

## Table of Contents

- I. Weights and Diversion Rates
- II. Recycle Load Rejection
- III. Summary of Services
- IV. Equipment Evaluation
- V. Disposal Documents
- VI. Results of Waste & Recycle Sort (if performed)
- VII. Recommendations

### I. Weights and Diversion Rates

<b>Terminal Trash</b>	<b>Tons</b>	<b>% Accuracy</b>
West compactor site		
E. Infill		
<b>Total</b>		
<b>Terminal Recycle</b>	<b>Tons</b>	<b>% Accuracy</b>
West compactor site		
Bradford Logistics (Loading Dock Operations)		
E. Infill		
<b>Total</b>		
<b>Terminal Diversion Rate</b> _____		

<b>Landside Trash</b>	<b>Tons</b>	<b>% Accuracy</b>
DOA/Warehouse (9400 Freight Lane)		
DOA/P&E/LRC (2716 Spirit of Texas Drive)		
AMPCO/DOC/IS (2901 Employee Avenue)		
Maintenance Complex (3601 Bergstrom Dr.)		
Motor Pool (3819 Bergstrom Dr.)		
<b>Total</b>		
<b>Landside Recycle</b>	<b>Tons</b>	<b>% Accuracy</b>
Maintenance Complex (3601 Bergstrom Drive)		
DOA Warehouse (9400 Freight Lane)		
Parking Lot H (9309 Rental Car Ln)		
ARFF/ATCT (10102 Aircraft Ln)		
DOA P&E/LRC (2716 Spirit of Texas Drive)		
Airline Belly Freight (3400 Spirit of Texas Drive)		
AMPCO/DOC/IS (2901 Employee Ave)		
Sky Chefs (9919 Service Avenue)		
<b>Total</b>		
<b>Landside Diversion Rate</b> _____		

Note: Percent accuracy is the number of pickups out of the total number of pickups for the month in which the data was obtained

Excel spreadsheet should be submitted monthly and should include tabs for each month, and running totals for calendar year, and fiscal year on separate tabs.

I. Weights and Diversion Rates (continued)

Include raw data from compactor, dumpster and roll off pickups.

## II. Recycle Load Rejection

-Reason

-Weight

-Picture

### III. Summary of Services

-Labor Hours

-Equipment Rental Fees

-Disposal, Hauling, and Tipping Fees

-Cleanup Activities

-Training

-Planning



### IV. Equipment Evaluation

Terminal						
Item	Location	Equipment description	Quantity	In Service (Y/N)	Est. Time for Repairs	Comments
1	Terminal carts	2-3 CY, towable	45			
2	Terminal compactor	30 CY or greater electric or hydraulic for refuse	2			
3	Terminal compactor	30 CY or greater electric or hydraulic for mixed recyclables	2			
4	Terminal dumper	Capable of lifting carts; electric or hydraulic	2			
5	Tow vehicle	4 x 2 capable of towing ≥2000 lbs., electric or propane	1			

Landside						
Item	Location	Equipment description	Quantity	In Service (Y/N)	Est. Time for Repairs	Comments
1	9309 Rental Car Ln	8 CY front load dumpster mixed recyclables	1			
2	3400 Spirit of Texas Drive	8 CY front load dumpster mixed recyclables	1			
3	9400 Freight Ln	8 CY front load dumpster mixed recyclables	1			
4	2716 Spirit of Texas Drive	8 CY front load dumpster mixed recyclables	1			
5	2901 Employee Ave	8 CY front load dumpster mixed recyclables	1			
6	3601 Bergstrom Drive	8 CY front load dumpster mixed recyclables	1			
7	10102 Aircraft Ln	6 CY front load dumpster mixed recyclables	1			
8	9919 Service Avenue	8 CY front load dumpster mixed recyclables	1			
9	9501 Cargo Ave	8 CY front load dumpster refuse	2			
10	9400 Freight Ln	8 CY front load dumpster refuse	1			
11	2901 Employee Ave	8 CY front load dumpster refuse	1			
12	2716 Spirit of Texas Drive	8 CY front load dumpster refuse	1			
13	3601 Emma Browning Ave	8 CY front load dumpster refuse	1			
14	3819 Bergstrom Drive	20 CY roll off refuse	1			

V. Disposal Documents

- Summary table of waste and recyclables disposed for the month
- Manifests
- Trip Tickets
- Bills of Lading
- Waste Profiles
- Certificates of Recycling

VI. Results of Waste and Recycle Sort (if performed)

## VII. Recommendations

**Exhibit E**  
**Quality Control Plan**

1. Waste, recyclables, and organics processed at TDS' facility:
  - a. All waste, recycle, and organics taken to TDS' facility will be weighed on a state-certified scale.
2. Front load trucks:
  - a. All front load trucks used for recycling and composting have scales that are tied to routing software on an onboard tablet. Scales, hardware and software are regularly maintained.
  - b. Drivers are trained on a regular basis on how to properly use the software and truck scales to ensure data is collected and reported.
  - c. In the event that there is a maintenance issue with hardware or software, drivers will make all possible effort to manually obtain load weights.
  - d. In the event that there is a maintenance issue with truck scales, drivers will do a visual inspection of the load and record his/her observations which shall be included in the monthly reports.
3. Monthly reports:
  - a. Manually keyed weights will be checked to ensure data is accurate.
  - b. Prior to submission to the City, monthly reports will be checked to ensure data is input into tracking software accurately.
  - c. Any outliers will be identified and evaluated to determine whether the data is accurate.

**EXHIBIT F**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**  
**Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 3<sup>RD</sup> day of AUGUST, 2015

CONTRACTOR

TEXAS DISPOSAL SYSTEMS, INC

Authorized  
Signature

B. P. Beaulieu

Title

SALES MANAGER



**EXHIBIT H**  
**CITY OF AUSTIN, TEXAS**  
**LIVING WAGES CONTRACTOR CERTIFICATION**  
*(Please duplicate as needed)*

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

The below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than \$11.39 per hour:

Employee Name	Employee Job Title

- (2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour.
- (3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certificate may result in termination of this Contract for Cause, subject the firm to possible suspension or debarment; or result in legal action.

I hereby certify that all the listed employees of the Contractor who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$11.39 per hour.

Contractor's Name: \_\_\_\_\_

Signature of Officer  
or Authorized  
Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT I  
CITY OF AUSTIN, TEXAS  
LIVING WAGES EMPLOYEE CERTIFICATION**

Contract Number: Insert Number	Description of Services: Insert Description
Contractor Name: Insert Contractor's Name	

Pursuant to the Living Wages provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.39 per hour.

Employee's Title: Insert Employee's Title	
Signature of Employee	Date
Type or Print Name Insert Employee's Name	

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Printed Name)

**General Requirements**  
**Airport Security Requirements Section 01555**

## AIRPORT SECURITY REQUIREMENTS

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and General Provisions of the Contract, including General Conditions and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

#### **1.2 SUMMARY**

- A. This section outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).
- B. In this document, Project Manager is defined as designated Owner Representative.
- C. Due to the ever changing environment of Airport security, requirements may change at any time.

#### **1.3 RESTRICTED AREAS ACCESS POLICIES**

**Unescorted Access:** Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge. **Applicant fees to request an ABIA Security Identification Badge are \$75 each, which is typically waived for contractors or personnel providing work or services under a contract agreement with the City of Austin.**

**Escorted Access:** Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. The maximum number of individuals who can be escorted is three (3). ABIA escort procedures are described in “**Escort Procedures and Authorization Form**”. (Attachment 1)

An un-badged person can be escorted no more than three (3) working days total, unless noted otherwise herein. The three (3) working days can be consecutive or cumulative. If an un-badged person begins the badging process, they can be escorted as long as it takes to receive badge authorization. If a badge is denied, they can no longer be escorted. If an un-badged person needs to be escorted more than three (3) working days because it is a short-term work assignment, the badged person doing the escort must request an exception from the Security Office, a minimum of three (3) working days in advance. If approved, the unbadged person can be escorted up to ten (10) working days total, consecutive or cumulative. If an un-badged person decides to get badged within the four-to-ten (4-10) working day time frame, they can be escorted as long as they are in the badging process. If a badge is denied, they can no longer be escorted. Under special circumstances, it may be prudent to allow escorting more than ten (10) working days. In those cases, the badged person doing the escort may request an exception from the Airport Security Coordinator (ASC), a minimum of three (3) working days in advance. It is at the discretion of the ASC or ASC's designee whether the limited use of this exception is warranted.

**General Requirements**  
**Airport Security Requirements Section 01555**

A ***“Special Escort Notification”*** (Attachment 2) may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be requested and discussed with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and ***prior approval*** from the Airport Security Coordinator (ASC) or ASC’s designee must be received before conducting the escort. To ensure prompt approval requests must be submitted at least three (3) working days in advance to allow for this exemption. In an emergency situation when less than three (3) working days notice is available; submit the fax to Airport Communications at (530) 530-7676. Approval shall be obtained before conducting the escort.

Sterile and Secured Area Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than three (3) consecutive days and are under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Air Operations Area (AOA) Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than fourteen (14) consecutive days and under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

As approved by the Project Manager, Contractor shall contact the DOA Business Development Section at (512) 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required escort services shall be \$40.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact Airport Communications at (512) 530-2242 (530-ABIA).

1. Prior approval for after hour access must be requested through the Project Manager during the Work Coordination Meetings.
2. The Contractor shall report to the Tool Inspection Checkpoint (Gate E110P) where identification will be verified and registration of his ingress to the Terminal recorded.
3. The Airport Security personnel will inspect and validate the Contractors' provided tool inventory and equipment that are to be brought into the Terminal.
4. Airport Security personnel will provide access into Gate E110P for all badged Contractors and un-badged Contractors with authorized escorts. Contractors will then access the Terminal sterile area via the approved Contractor entrance. The Contractor will never be provided airport badge access through the Tool Inventory Checkpoint.
5. Once admitted into the Terminal service corridor, the Contractor must utilize service elevators and doors as authorized by their airport badge to access their work site.
6. Contractor must exit the Terminal through the Tool Inspection Checkpoint in order for the tool inventory previously completed to be revalidated. Tools shall not be left unattended in the Sterile Area unless properly secured.

**General Requirements**  
**Airport Security Requirements Section 01555**

**Unconventional Access:** Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or Airport Operations Area, the Contractor must make the request at least 24 hours prior to the proposed activity through the Project Manager at the Work Coordination Meetings so that a security validation check can be performed and approval received. The ABIA Airport Security Coordinator will notify the Project Manager, Austin Police Department, Airport Communications, TSA, and OPSEC/Airport Operations of the approved activity and authorized person(s). The Project Manager will notify the contractor.

**Curbside Parking:** Curbside parking for deliveries adjacent to the ABIA terminal shall be for a maximum of one hour unless approved in writing by the Project Manager. Requests to park curbside shall be submitted to the Project Manager at least three (3) working days prior to the planned delivery and/or the request shall be presented at the Work Coordination meetings. Failure to comply with required notification will subject delivery to be prohibited by the Project Manager.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (512) 530-2242 to advise they are arriving, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

**Key Access:** The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request using **Core Request** (Attachment 3) or **Key Request** (Attachment 4) forms. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area.

Only "Best Access Systems" keys and cores are approved for installation at ABIA. While the contractor may be permitted to install temporary construction cores in doors, the Security and ID Office shall install all final access door lock cores. If Contractor utilizes DOA provided cores or keys, there will be a penalty of \$100 per cores and \$50 per key for lost items to be deducted from the contract.

Some doors and gates have Intellikey locks installed. If the Contractor requires access to a door(s) or gate(s) with an Intellikey lock, an Intellikey may be issued upon written request using **Intellikey Acknowledgement – Contractor** (Attachment 5). The request must be approved and signed by the Project Manager. Failure to return or loss of an Intellikey will result in a \$100 penalty per key to be deducted from the contract.

#### **1.4 SECURITY IDENTIFICATION BADGE APPLICATION PROCEDURES**

Except as noted above, construction workers that are required to work in ABIA Secured Area, Sterile Area or Airport Operations Area shall obtain and prominently display ABIA-issued security ID badges on their person at all times. The DOA Security and ID office is the single point of service for processing security ID badge applications. Contractor should allow 7-10 days for completion of badge processing. Please contact Security and ID at (512) 530-6943 (530-MYID) for all badging inquiries.

**General Requirements**  
**Airport Security Requirements Section 01555**

The following procedures shall be followed to obtain security ID badges:

1. Project Manager will complete an **Unescorted Access Authorization** form (Attachment 6) for the Contractor Representative(s) who is/are approved for Signatory Authority for the specified project. Project Manager will verify the approved Signatory Authority identification documents are acceptable as listed in the **Personal Information** form (Attachment 8) and advise DOA Security via e-mail of the names. Contractor representative(s) must complete badge application paperwork previously mentioned in this section and successfully complete the Criminal History Records Check (CHRC) and Security Threat Assessment process prior to taking the TSA required Signatory Authority training. Upon successful completion of the training, Contractor representative(s) will complete an **Authorized Signatures** form (Attachment 7). Signatory Authority must verify badge applicants have acceptable identification documents as listed in the **Personal Information** form (Attachment 8) before signing the **Unescorted Authorization** form (Attachment 6).

Sub-contractors who are active participants in the ABIA Experienced Contractor Program, have signatory authority, and their employees already possess security ID badges but seek to do work for another ABIA project, will not need to rebadge employees under the sponsorship of the added prime project contractor.

2. Badge applicant shall complete, sign the **Personal Information Form** (Attachment 8), and present two forms of identification. Acceptable forms of identification are listed on the second page of the form. After completion of badge processing, badge must be obtained within 30 days of fingerprinting.
3. Badge applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** (Attachment 9) statement/form.
4. Badge applicant shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).
5. Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** (Attachment 10) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.
6. If escort authority is required, Contractor shall read and sign the **ABIA Escort Procedures Authorization** (Attachment 1) form.
7. Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Training is computer based and is approximately 60 minutes in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. A Spanish version of SIDA testing is available; Spanish translators during SIDA testing are prohibited. Any training requiring translation in another language must be preapproved by the Airport Security Manager or designee.
8. All contractors and subcontractors who apply for Unescorted Access have thirty (30) business days from the date of completion of the background check to retrieve their badges. If the contractor and/or subcontractor fails to retrieve their badge within thirty (30) business days, the contractor and/or subcontractor must pay all applicable fees in order to conduct a subsequent background check. Payment must be remitted to the Security and ID office prior to conducting the subsequent background check.
9. Prior to badge issuance, the Contractor with signature authority shall coordinate with the Airport Project Manager or designee to determine badge expiration date (one year or less) and the appropriate access profile.

**General Requirements**  
**Airport Security Requirements Section 01555**

10. Sub-contractor personnel doing work for two or more prime contractors at ABIA must obtain a security ID badge for each sub-contract. The employee shall wear **only** the appropriate badge for each contractor when working. Steps 1-8 listed above shall be accomplished for each additional badge required for the employee. **Exception: Employees of sub-contractors that are active participants in the ABIA Experienced Contractor Program are not required to possess multiple badges for each sponsoring prime contractor.**
11. Contractor shall promptly respond to any badge audit information requests. Also, access and/or distribution of active contractor badges during project construction and/or warranty period shall be limited and restricted to personnel approved by the Project Manager and DOA Security.

### **1.5 OTHER POLICIES**

**Tools, Materials, and Equipment:** Contractor shall abide by Airport Security Program, including tool security requirements noted in the **Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas** (Attachment 13) form. All tools to be used in the Sterile Area must be processed through the loading dock. Contractor shall keep tools and other items not in use in a lockable toolbox (gang box) or in a secured area not accessible to the public. Tools shall not be left unattended in the Sterile Area. An inventory of all tools using **ABIA Tool Inventory List** (Attachment 14) form will be conducted before entering the restricted area and upon exiting.

Contractor must utilize **ABIA Daily Tool Inventory List** (Attachment 15) for any tools that are to be left in the terminal complex overnight. This inventory must remain at the job site, up to date, and readily available for inspection by ABIA/TSA security personnel.

At any time a tool is discovered missing, Airport Communications must be contacted immediately at (512) 530-2242. Airport OPSEC and the Contractor must conduct a search of the last known location and nearby area. The Contractor must complete an incident report regarding the missing tool(s).

Introduction of tools, materials, and equipment into the Secured / Sterile Areas, AOA, and SIDA must be coordinated through the Project Manager.

**Vehicle Registration and Driver's Training:** If the work requires un-escorted vehicular access in the Secured Area or Airport Operations Area (AOA), Contractor shall complete and submit **ABIA Vehicle Registration LOGO Form** (Attachment 16) for each vehicle, present proof of required insurance, and submit a picture of the company vehicle logo in a .jpeg format to the Project Manager. Proposed vehicle drivers must attend airport driver's training. Training is computer based and may be taken in conjunction with the SIDA training previously mentioned. Airport Driver's training is approximately one hour in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. Contact Airport Operations (512) 530-7550 for more information regarding driver's training.

**Security at Construction Site:** Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA Security personnel or employees of a private security firm approved by the Director, designee, or Transportation Security Administration (TSA). As approved by the Project Manager, Contractor shall contact the DOA Business Development Section (512) 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required access control services shall be \$40 per hour.

Contractor will conduct a security briefing with personnel assigned to the access point each day with signatures by the Contractor and security personnel signifying a clear understanding of security procedures required. Contents of the briefing will be determined during the construction project meeting and copies of the previous week's daily briefing will be provided to the Project Manager.

**General Requirements**  
**Airport Security Requirements Section 01555**

**Required Reporting of Work Site Incidents:** Contractors shall immediately call Airport Communications at (512) 530-2242 whenever there is a work site incident that includes, but is not limited to, the following:

- Causes any personnel to be hurt
- Puts the public or airport occupants at risk
- Increases fire risk or creates hazardous conditions
- Causes any damage to airport property
- Causes spillage of contaminants
- Causes reductions in facility indoor air quality
- Disrupts airport operation or utilities
- Any other incident or condition that the Airport needs to be aware of for operations, security, and/or safety reasons

As determined by the DOA, every incident that the contractor does not immediately report to Airport Communications, the contract amount for CITY CONTRACTORS shall be reduced by \$500. The DOA shall also be provided similar compensation by TENANT CONTRACTORS for similar failures to adhere to specified incident reporting requirements.

**Temporary Wall/Door/Lock/Fence/Gate:** If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area, the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Project Manager who will forward it to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

**Security ID Badge Control:** Contractor must conduct a monthly badge audit with Owner to ensure all active badge holders are still employed. Security and ID Office will provide an Active Badge List upon request. Any requests for badge audit information must be submitted to the Airport Security Coordinator when requested.

Contractor must return badges of Subcontractors to the DOA Security and ID office within three (3) working days of the subcontractors work completion. Contractor shall immediately notify Airport Communications (512) 530-2242 when aware an individual's access authority has been revoked or limited for adverse reasons or termination of employment.

**Loss of security items:** Loss of any security-related item is a serious incident. All losses will be reported immediately to the Airport Communications (512) 530-2242. The Airport Security Coordinator or representative must approve replacement of any lost security item. Loss or failure to return a security access badge will result in a \$500.00 per badge penalty to be deducted from the contract. Contractor is responsible for replacement costs and any other penalties associated with lost security items.

**Federal Aviation Administration (FAA)/ Transportation Security Administration (TSA) Imposed Penalties**

FAA or the Department of Homeland Security may impose civil penalties to individuals, companies, and the airport for safety or security violations. Maximum penalties assessed against an individual can be \$50,000 and companies \$400,000. Pursuant with City contract provisions and City of Austin ordinances, Contractor shall be responsible for payment of any civil penalties assessed against the Contractor or Owner due to safety/security program violations committed by the Contractor.



**General Requirements**  
**Airport Security Requirements Section 01555**

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

**END OF SECTION 01555**

**ATTACHMENTS:**

- #1 ABIA Escort Procedures and Authorization
- #2 Special Escort Notification form
- #3 Core Request form
- #4 Key Request form
- #5 Intellikey Acknowledgement Form - Contractor
- #6 Unescorted Access Authorization form
- #7 Authorized Signatures
- #8 Personal Information form
- #9 Criminal History Records Check/Disqualifying Criminal Offenses statement/form
- #10 Document Verification form
- #11 Privacy Act Notice
- #12 Terms and Conditions
- #13 Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas form
- # 14 ABIA Tool Inventory List
- # 15 ABIA Daily Tool Inventory List
- # 16 ABIA Vehicle Registration LOGO form



## **M E M O R A N D U M**

**City of Austin  
Financial & Administrative Services Department  
Purchasing Office**

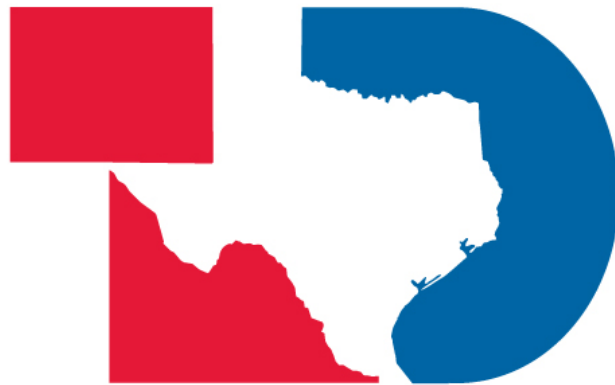
**DATE:** August 4, 2015  
**TO:** Memo to File  
**FROM:** Sai Xoomsai, Senior Buyer Specialist  
**RE:** Contract File

The final negotiated contract includes the City Terms and Condition, Scope of Work, and TDS proposal clarifications supersedes all original solicitation documents and vendor original proposal. However, the original solicitation documents and TDS proposal are listed below to complete the contract file organization.

ORIGINAL

# **Proposal** *for* **City of Austin** **Austin-Bergstrom International Airport**

**Total Waste Management Services**  
**Solicitation No. RFP PAX0120**



**TEXAS DISPOSAL SYSTEMS**

Texas Disposal Systems, Inc.  
Travis County  
12200 Carl Road  
Creedmoor, Texas 78610  
Tel (512) 421-1300  
Fax (512) 421-1325  
[www.texasdisposal.com](http://www.texasdisposal.com)

January 14, 2015



**TEXAS DISPOSAL SYSTEMS**

## **EXECUTIVE SUMMARY**

We are excited for the opportunity to support you and the Department of Aviation through the City of Austin's proactive efforts towards increased diversion from landfills. As one of the fastest growing cities in the country, with an increasing population of environmentally-conscious individuals, the City of Austin's commitment to "Zero Waste" by 2040 is an incredibly important step in ensuring the happiness, well-being and health of its growing population while protecting the natural resources of this region. The proactive implementation of the initiatives through "Imagine Austin" and the "Zero Waste" goal has set some of the highest environmental standards in the United States. As you read this proposal, we hope you will see that not only will TDS be able to serve as a partner in completing the basic waste stream service levels required, but will also serve as an environmental waste consultant company that is here to build a strategic and comprehensive waste-diversion plan and continue to help the City grow in a sustainable manner worthy of worldwide attention.

Texas Disposal Systems (TDS) and many of its employees feel fortunate to call Austin "home," a city that feels as strongly about environmental standards as we do. The City of Austin's sustainability goals mirror our own commitment to the environmental quality of this fragile, beautiful region of Texas. With the City of Austin as the backdrop, TDS has been able to create, service, support, and provide education for diversion initiatives to companies, events and schools that also call Central Texas "home."

TDS has a strong history of guiding various entities with strong environmental ethics toward increased diversion and reuse of materials. We have created, implemented, and serviced programs for many of the companies and events that now flock to our "Most Livable City." We currently support companies that exemplify environmental standards including Apple, Samsung and Whole Foods. We have been able to successfully support the composting of materials in the more unlikely of places such as St. David's Hospitals and the Circuit of the Americas (COTA). We have assisted Dell Diamond, home of the Round Rock Express, in becoming the first large event stadium in the State of Texas to successfully implement a three waste stream diversion program (landfill, recycling and compost) in both pre- and post-consumer capacities. Through our "Green Events" initiative, we also work hands-on with the majority of the events that pass through Austin to actively assist with their diversion. This includes SXSW, LLC. and related entities, the World Gelato Tour, Austin City Limits (ACL), Formula One events and ESPN's X-Games. Through our "Green School Solutions" programming, we assist with the education, service and implementation of composting in the cafeterias of multiple school districts throughout Central Texas. Our first school district to implement this program was Austin Independent School District (AISD) in 2011. AISD was one of the first school districts in the nation to comprehensively and successfully compost in all of their elementary schools. TDS has also implemented successful landfill waste diversion plans at Hays Consolidated Independent School District, Georgetown Independent School District, and Pflugerville Independent School District. Our company fully understands the best practices needed to ensure the least amount of waste possible goes into landfills from both educational and logistical vantage points, regardless of the population, company or client.

At first glance, it may seem hard for landfill, recycling or composting companies to differentiate themselves substantially in the marketplace. However, I believe that as you read our proposal, you will find TDS presents the City of Austin and the Austin-Bergstrom International Airport (ABIA) with a fresh new approach, as well as innovative ideas that truly add value and marketability for the future. TDS has the experience and capability to support and achieve the waste diversion goals of the City of Austin through diverting resources from the landfill by offering product and packaging consultation, customized reporting to weigh each stream, single stream recycling services, construction waste diversion and large-scale composting services (both pre- and post-consumer). TDS is also willing to offer a full-scale education plan to improve the overall effectiveness of this contract and the diversion goals of the City, including hours for continual educational improvements and training throughout the course of the contract.

You can think of TDS not only as your service provider, but as your environmental material consultant company that is here to build a strategic and comprehensive waste-diversion plan. We take it beyond the level of just providing you a diversion program: We will partner with you to design, implement and improve the program as it matures. We work directly with staff to ensure they receive the best possible education on waste diversion. We utilize the best available technology, which includes tablets with a real-time modem and Global Positioning Systems (GPS) on our trucks, and we have a fully dedicated customer service team to take care of all your needs from billing to maintenance.

TDS is currently the only company in the Central Texas area that can offer the ABIA all 3 major processing facilities on one campus. The combination of owning our own large-scale composting facility, Material Recovery Facility (MRF), construction waste diversion through our Green Builder Program, and award winning landfill gives you the opportunity to have one company that can create a maximum landfill diversion program that evolves over time. Also, TDS is the only facility of which we are aware in Central Texas with the permitting necessary for the composting of meat, bones and dairy products. This advantage of working with TDS will benefit the City by allowing the ABIA to divert all food products (which tend to be heavy and advantageous to diversion measurements), without limitations. Additionally, reliance on small contractors that have a start-up program or small containers only may not serve the City's best interest over the life of the contract. As diversion grows and composting, specifically, takes footing, we believe the use of small containers only may limit diversion, logistical effectiveness of service and overall appearance at the airport.

We believe that in order to move the needle toward increased diversion, the ability to weigh and process landfill, recycling, and composting streams at one location will allow the City of Austin to further expand diversion goals. TDS has state certified scales to weigh all streams at our facility as well as scales on each recycling and compost front load truck. For greater efficiency, TDS is proposing to weigh the landfill trash dumpsters within the first month of service to determine a base weight. We then propose to run a dedicated route one day per month to reassess trash weights. We will extrapolate this weight over the month to determine average weight. This will allow us to show diversion progress as landfill weight decreases and recycling weight increases. The cost of servicing a full time dedicated trash route was extremely high. Therefore, we have provided this alternative to support the required reporting.

TDS can bring added value to this contract and to the ABIA by offering one company to not only handle all landfill materials, compostable products and single-stream recyclables produced by each of the Operations Areas described in the Scope of Work, but to also educate and inspire ABIA employees and City staff, which will enhance the amount of diversion created by the ABIA. All this can be accomplished with one company, one bill, and one set of contacts for the Department.



The service requirements for a minimum of three separate waste streams collected require more trucks and staff to service these new operations. The two dynamics working in this scenario increase efficiencies resulting in fewer days of service for landfill disposal (resulting in lower costs), but increases equipment and labor needs (resulting in higher costs). To evaluate the overall cost, all cost factors have to be included. We strive in all of our diversion efforts to ensure programming costs are cost-effective.

Currently, the ABIA diverts approximately 9% of its waste from landfills. Choosing TDS as a partner would not only provide the City with reliable resource management services, but also assist with increasing total diversion. Finally, working with TDS and partnering with our diversion programming initiatives would serve as a reminder to all who fly through the City's "gateway," to both visitors to and citizens of Austin, that the City takes sustainable initiatives seriously. We strive to be successful at all of our diversion efforts and we want you to be as well.

In summary, TDS believes that we are uniquely qualified to be the partner that helps the Department of Aviation achieve the City's stated goals of increased diversion. TDS proposes providing front load containers, trucks and compactors as needed for each stream to collect, report, and process all of these items at our facility in Southern Travis County. The Department of Aviation will have the advantage of utilizing one company, with one point of contact, one bill and one phone number for any issues. TDS is confident that our facilities can handle all of the Department's diversion materials over the life of the contract. TDS provides an environmentally-conscientious, clean, logistically effective approach. We anticipate that the ABIA will increase, with our help, diversion tonnages each and every year.

As a long term partner of TDS, the Department of Aviation through the City of Austin will be the beneficiary of the following value propositions:

- A facility operator that has set the standard for responsible management of environmentally compliant solid waste facilities and neighbor friendly operations.
- A partner with a demonstrated commitment to the development of innovative waste diversion and management practices.
- A partner with a national reputation for integrity and principled management.
- A partner that has NEVER been opposed by an environmental group.
- Personal commitment and dedication of a family business with the resources of a large corporation.
- An operator that measures its success not only by financial performance, but by its positive impact on the community, its employees and the natural environment.

Attached is our proposal and supporting documents addressing your request for total waste services and support of diversion goals. We would appreciate the opportunity to meet with your staff to discuss this proposal and answer any questions you may have. Finally, thank you for helping to take care of Austin. We look forward to the opportunity to working with you do just that.

Respectfully,



Jen Sembera, M.Ed.

Recycling and Composting Coordinator  
Texas Disposal Systems

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
A.....	Business Organization
B.....	Proposed Solution
C.....	Program Plan
D .....	Project Management Structure
E .....	Prior Experience
F .....	Local Business Presence ( <i>acknowledged</i> )
G .....	Non-collusion, Non-conflict of Interest, and Anti-lobbying ( <i>acknowledged</i> )
H .....	Proposal Acceptance Period ( <i>acknowledged</i> )
I.....	Proprietary Information ( <i>acknowledged</i> )
J.....	Authorized Negotiator
K.....	Cost Proposal
L .....	City of Austin Solicitation Documents
M .....	Additional TDS Company Information



## TEXAS DISPOSAL SYSTEMS

### A. Business Organization

Texas Disposal Systems, Inc. (TDS) [www.texasdisposal.com](http://www.texasdisposal.com) is a fully integrated waste services company with headquarters in Creedmoor, Texas. Founded in 1977 in Austin, by brothers Bob and Jim Gregory, as a single truck, one customer solid waste hauling company, TDS has since developed into a nationally recognized leader in environmentally sound waste management, recycling, composting and innovative waste diversion practices. With a commitment to customer satisfaction and environmental preservation, TDS has become one of the largest independently-owned, solid waste collection, processing and disposal companies in the nation.

In 1990, TDS received a permit authorization for the state's first integrated landfill, composting and recycling facility. Operations at this 2,000+ acre facility now include: the TDS flagship offices and equipment maintenance campus; a 732 acre RCRA Subtitle D compliant landfill; a landfill gas collection system; a citizen's drop off/re-sale/buy-back center; brush and clean organic products grinding and compost production; organics and soil products blending; construction and demolition waste recycling; scrap metal processing; alternative fuels processing and production; residential and commercial single stream and source separated materials recovery facility; an Eco-industrial park; a tree farm; a "Garden-Ville" organic products retail sales outlet; a resident artist studio; and an exotic game ranch and community events facility. TDS is committed to operating all of its facilities in a manner that does not adversely affect the environment or its neighbor's quality of life. In 2008, TDS received the Solid Waste Association of North America's (SWANA) most prestigious Gold award for Excellence in Landfill Management.

Many believe that our landfill is the benchmark for landfill operations in the state of Texas. The Texas Disposal Systems Landfill (TDSL) facility has been operating since 1991 and has never received a fine for a single environmental violation. In fact, our landfill has won many environmental awards. We hope this will give the City of Austin peace of mind in knowing that you are continuing to partner with a company that has a long history of environmental excellence and high quality standards.





## **B. Proposed Solution**

The TDS vision for resource management (RM) is a partnership that effectively works to reduce, reuse, recycle and compost as much of the total waste stream as possible from the ABIA. This can be accomplished by increasing the diversion rate of waste sent to the landfill annually using education, rewards, truck fleet, technology, streamlined haul frequency and partnership with the Department of Aviation through the City of Austin. We propose a service system designed to become a model in both the resource management and commercial airport industries; one that improves the environmental impact of the City's operations while at the same time controlling costs.

TDS has the unique ability to collect landfill, recycling, compostable materials and special wastes (hazardous wastes excluded) and take them to one location for disposal and processing. The fact that TDS owns our own landfill, recycling processing facility, and large-scale composting operation, gives us the ability to minimize the fluctuations in costs. Since we are the final destination for all the materials, we give the City of Austin one company to hold responsible for meeting all waste, compost, and recycling compliance rules.

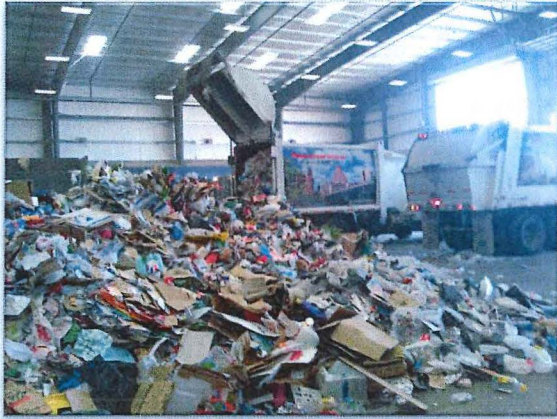
### **Material Recovery Facility (MRF) Overview**

The TDS Single Stream Materials Recovery Facility (MRF) opened in October 2010. The TDS MRF is the first in the Travis, Williamson, and Hays County areas. The TDS MRF is large enough to handle materials on a region-wide basis. Our 107,000 sq. ft. facility has an industry impressive recycle rate of greater than 93%.

The facility is able to receive, process, and market mixed paper and fiber products, corrugated cardboard, boxboard, plastics #1-7, aluminum containers, steel, and glass. The TDS Single Stream MRF can receive all of these materials in a comingled fashion, and sort them by material for resale. All materials are processed and baled on-site, and the facility is built in such a way that TDS can double the capacity. Furthermore, the TDS Single Stream MRF has provided added approximately 80 new "green jobs" to the Austin area. The TDS MRF can also accept source separated baled materials.

Located adjacent to the TDS Single Stream MRF is an Eco Industrial Park. This Eco Industrial Park will be used for manufacturing companies who utilize these raw materials in the manufacture of their end product. TDS is planning to have companies that utilize these recyclable materials on-site in the future, in order to help close the loop locally on these recycled materials. This will result in being less dependent on global commodity prices in order to sustain recycling efforts.

TDS Single Stream Recycling processing facility:



### **Large-scale Composting Facility Overview**

The TDS Composting facility is a “large-scale” facility, meaning we have the permit and operations required to safely process all meat, bones, and dairy products. We manage an active windrow at the facility, as well as static pile composting which accepts wood waste, green waste, and food waste that has been diverted from the landfill.

Each windrow is monitored daily for temperature, and has a birth date which begins a specific process of an approximate 45 day life cycle. At the end of that time frame, materials are screened and mixed to make different compost/soil blends that are used by gardeners and landscapers locally. Garden-Ville operates three production facilities in Austin, San Antonio and Victoria, TX, as well as seven different retail outlets from Georgetown to Victoria. TDS owns both Garden-Ville and Texas Organic Products (TOP). Both Garden-Ville and TOP produce chemical-free, natural, organic compost that is sold through Garden-Ville stores and garden centers region-wide.



#### TDS Large-scale Compost Facility:



#### Green Builder Program

TDS' Green Builder Program allows local contractors, renovation firms, and large businesses to divert at least half of their projects' waste from the landfill. Through this program, TDS would have the ability to maximize diversion at the Facility Expansion projects described in Section 5.0. TDS provides a complete assessment of waste stream requirements and a customized plan of action, including a design for a safe, secure job-site separation area, training and materials for separation procedures, transportation and service of materials and project-long monitoring and reporting required for certification. TDS also provides a hands-on approach for those job sites that do not have the room for multiple containers by offering a service to sort materials that have been co-mingled at the job site.

TDS repurposes almost all construction waste materials: wood, concrete, metal, sheetrock, brush and most organic materials. TDS maintains the state-certified scale to measure materials diverted and can provide the documentation companies need to be rated a Green Builder under the Austin Energy Green Builder Program and to achieve LEED certification through the U.S. Green Builder Council.



## TEXAS DISPOSAL SYSTEMS

### C. Program Plan

TDS is willing to offer not only the completion of all services described in the Scope of Work (including Sections 4.0 and 6.2), but to provide the creation and implementation of the Best Practices and educational programming necessary to increase the diversion rate at the ABIA. Additionally, the use of only one subcontractor (for the handling and disposal of hazardous waste) will be used for the completion of this contract. This is important in many areas, not least of which relates to insurance coverage limits, current permits and the ability to perform over a five year period. Reliance on small contractors that have a start-up program or smaller containers only may not serve the Department's best interest over the life of the contract. Additionally, the services and programs TDS can offer allows for the continued growth, improvement and expansion of diversion services at the ABIA, including the expansion of the East Infill and Gate Expansion projects and subsequent increase of all waste stream types.

#### **Task 1. Waste Reduction**

TDS desires to partner with the City of Austin at the ABIA to implement a plan to successfully divert an ever increasing amount of material from the landfill by recycling, composting, reusing and reducing. Step one would be an initial trash audit for the waste collected in each compactor and front load container over a one week period. Then we would schedule the delivery of dumpsters, implementation of programs, and the education of staff, faculty, and students. Specific components of our plan would consist of the following elements:

**Subtask A. Reducing:** Given our experience, the Airport's restaurants and concessionaires offer the best opportunity for reducing waste going to the landfill. TDS will tour each storefront to see exactly what each restaurant and concessionaire produces (i.e. volumes, types of material, points of segregation etc.) to determine baselines and recommend service levels that are appropriate. Additionally, we would assist the City during the audit in reducing the amount of materials used in these areas that are neither recyclable nor compostable. This would include the proposed elimination of prepackaged individual plastic food containers. We would also suggest that the City reduce or eliminate the amount of plastic flatware being used. This would further reduce the waste stream. We have implemented similar programs at businesses and restaurants that serve only items that are either recyclable or compostable. This change has been a key driver in helping us to divert over 70% of the waste for those businesses that recycle and have both pre- and post-consumer composting. After the implementation of the recommendations resulting from the trash audit, TDS believes this will not only divert some of the waste stream to recyclables, but will have the additional benefit of reducing the volume of materials being discarded.

**Subtask B. Composting:** TDS feels that this is a key element to the success of this proposal. These materials are the heaviest and most compactable materials of the entire ABIA's waste

stream. This creates the largest diversion opportunities, and the best opportunities to eliminate days of service by compaction. The compostable program will require the most education since the idea is new to most people. Also, TDS is the only facility of which we are aware in Central Texas that has the permitting necessary for the composting of meat, bones and dairy products. The City will be able to compost all food waste coming from both the food preparation and cafeteria including dairy, meat, bones, vegetables, fruit, soiled paper (e.g. napkins, paper boats), and wet or waxed based cardboard. Some of these items many smaller composting facilities are unable to handle due to permit restrictions. This advantage of working with TDS will benefit the ABIA by allowing the City, restaurants and concessionaires to divert all food products (which tend to be heavy and advantageous to diversion measurements), without limitations. TDS has been diverting green waste for over 15 years making mulch and compost from the material. We divert 150,000 tons of wood waste annually. For the ABIA, TDS will supply front load dumpsters for the food waste and additional compostable materials. In this same dumpster, the ABIA could also recycle any green waste including grass clippings, tree limbs, brush clippings, saving the ABIA the added expense of disposing of this material.

**Subtask C. Recycling:** We will set up the same number of containers in each area of the campus. TDS's Single Stream MRF opened on October 1, 2010 allowing us to bring the recycling to TDS for sorting and processing. Single Stream Recycling gives the ABIA the ability to recycle an extended list of items including mixed paper, office paper, newspaper, cardboard, boxboard, junk mail, plastic containers #1-#7, tin cans, aluminum cans, and glass bottles. We will be collecting the recycling from one dumpster so there will be no need to separate the items. That material will be transported to the TDS Single Stream MRF in Creedmoor located at our Southeast Travis County property. The material will then be separated and processed at this facility at the cost of TDS. At that point the products will be sold to secondary markets, locally if possible.

**Subtask D. Reuse:** Rather than offering single-use materials such as straws and ketchup packets, we would encourage the City to use reusable products with compostable materials (e.g. large condiment containers with compostable cups). TDS would work with each restaurant and concessionaire to determine how best they could reuse certain items to further reduce the landfill level.

**Subtask E. Landfill Disposal:** We would take the landfill waste of the ABIA to our award winning landfill located in Southeast Travis County (the TDS Landfill received the Gold Level award from the Solid Waste Association of North America, acknowledging our facility as the best in North America). We have included our proposed schedule outlining our expectations of how the trash level will be adjusted with the implementation of the recycling and composting components and can accommodate additional changes to reflect increased diversion and cost-effectiveness. We will be creating a front load landfill route specifically for the ABIA to assist in ensuring the highest quality service, maintenance and reporting.

**Subtask F. Special Wastes:**

TDS will recycle the vehicle batteries, tires, oil and scrap metal. TDS is proposing a rebate to the City of Austin for scrap metal for this contract. TDS currently receives the Class 2 waste (contaminated soil from fuel spills) and proposes to haul and dispose of it. TDS proposes to haul



and dispose the non-hazardous waste (rubber removed from runways). TDS will use a subcontractor for the diversion of light bulbs and alkaline and rechargeable batteries.

**Subtask G. Hazardous Wastes:**

TDS plans to use a subcontractor for hazardous waste and the special wastes noted in Subtask F. We will manage each subcontractor and will be minimizing the number of third party vendors.

**Task 2. Education and Outreach Programs**

After the award of the contract, TDS would order new front load cans for compostable products to add to the existing waste containers. Depending on the manufacturer, this could take several weeks because of the size of the order. When they arrive, TDS would deliver the newly added dumpsters to each of the locations. TDS already has the trucks which will service the added dumpsters. TDS proposes that the implementation of the compost program will take place over a six (6) month process as noted in Section 7.0 in the Scope of Work. We feel that this slower roll out is necessary to have our employees visit each storefront and help educate all staff on diversion techniques and the differences among landfill/single-stream recycling/composting. At the time we implement the compost container and program, we would change the trash schedule by lowering the amount of trash service.

After implementation of the program, TDS likes to send in representatives for periodic review of diversion progress. For example: In 2013, we made personal visits to over 150 schools, interviewed staff, took pictures, wrote assessments, and listed best practices in the schools. This information was shared with the districts in order to give continuous improvement year over year. TDS would provide this type of support for the ABIA.

**Task 3. Waste Tracking and Reporting**

TDS's improved access to advanced technology allows for waste tracking and reporting information to be made available to ABIA. Our trucks have onboard electronic tablets that have the route pre-loaded which allows our drivers to be more efficient in day to day operations. Our trucks are also equipped with GPS systems including real-time modems that allow us to know where each truck is located at all times in real-time. We use this information to reroute a truck to return to a location if necessary. Also, we monitor the routes daily to ensure that all scheduled pickups are made.

**Subtask A. Waste Tracking**

TDS has installed the latest hardware and software applications on all trucks that would service the ABIA, all of which have GPS tracking devices built into them. Additionally, TDS utilizes onboard computer technology with tablets for customer verification at the route level. This technology also has extensive software that provides numerous reports, real-time customer service information for verification, and critical data for our Customer Care Department. TDS can tell you what time the truck was at that address and, if the trash was out, blocked, or missed for any reason. This information is available to you in real time if necessary. Additionally, when you contact TDS, we will be able to see the location of all of the trucks that are servicing the ABIA at that particular moment. This allows TDS to assist in successfully responding according to the Schedule and Response Time required in Section 4.3.

### **Subtask B. Reporting**

Reports would include average weights using a monthly baseline of landfill materials and actual weight totals of compostable materials, single stream recyclables and weights or volumes of special and hazardous wastes by month. This would give us the overall monthly diversion totals for the ABIA as a whole. Additionally, a description of all contaminated loads will be included in each monthly bill as required in Section 6.3.2.4.

The equipment and maintenance requirements as described in Section 6.3.2.5 will be provided in each monthly bill only.

## **Task 4. Implementation of the Five Year Plan**

The 5 year plan we propose, in summary, is as follows:

### Year One

- Inform and educate Department of Aviation, restaurant and concessionaire personnel about changes and establish goals for reduction in landfilled materials.
- Complete trash audits on each compactor and front load container collected over a one-week period.
- Deliver additional containers according to planned changes for optimization of services.
- Establish tracking and reporting systems, make appropriate changes to invoicing system.
- Implement changed services.
- Establish activity levels and provide tracking reports.
- Maintain relationships with City personnel to provide continual encouragement, training, education.
- Provide tour of TDS Landfill, MRF, Composting Facility, Exotic Ranch and Green Builder Program to City personnel.

### Year Two

- Assess success rate of the ABIA during Year One and identify restaurants / airlines doing well in meeting goals and those needing improvement.
- Work with the City to go to restaurants / concessionaires needing improvement and provide additional education targeted for those entities.
- Identify restaurants/concessionaires showing highest initial success and share this list with the City.
- Create Best Practices list for ABIA and share with the City.

### Years Three-Five

- TDS and the City's diversion programming initiatives would serve as a reminder to all who fly through the Austin's "gateway," to both visitors to and citizens of Austin, that the City takes sustainability initiatives seriously. Subsequently, we would partner with the City to implement and staff a post-consumer 3-bin system (landfill / recycle / compost) throughout the terminal including consultation on image and translation.
- Identify City and restaurant personnel who embraced the program and achieved exceptional results.
- Develop and implement a "train the trainer" program for these identified individuals.

- Provide educational sessions and field trips to TDS, to expose these individuals to the latest advances in technology that are anticipated to occur over the first two years of the contract.
- Establish a program in conjunction with the City to develop “experts” who will be instrumental in maintaining continuous improvement programs for the ABIA.

## 1. Work/Task Plan

### • **Improve upon the City’s Current Waste Management Program**

Every element of Section 4.0 (4.1 Service, 4.2 maintenance of Facility Layout, 4.3 Service Schedule and Response Time, 4.4 Equipment and 4.5 Clean-up) will be serviced and managed according to the needs of the City of Austin described in the Scope of Work. Improvements are described below:

- Each waste stream described in Section 4.1.3 will be individually weighed or counted and included in monthly reporting documentation.
- Upon the start of the contract, TDS will re-evaluate the current schedule for the pick-up of waste streams, identify where less hauls are immediately necessary and readjust accordingly for cost savings.
- Through the course of the contract, TDS will adjust the frequency of hauls for increased savings as diversion increases.
- TDS will include the use of two (2) front load dumpsters for the storage of compostable materials to be picked up weekly with the opportunity for expansion with increased diversion.
- In our experience, the reduction of landfill service due to the increase in compost service typically results in savings or a cost-neutral proposition. Costs for dumpsters for the collection of compostable materials should offset costs by diverting material from the landfill.
- TDS will staff the ABIA with individuals who are fully trained in material reuse and recovery Best Practices, including what is placed in single stream recycling, compost and special waste containers. These individuals will also serve as resources to City of Austin staff and ABIA restaurants / concessionaires staff.
- TDS would not only provide a waste characterization and audit of the four existing compactors, but additional visual audits of the existing and future containers on site. Also, since each of our staff members will be trained to maximize diversion, each individual will be able to quickly identify material types before placement into a bin and identify the sources of contamination as they occur.
- TDS feels the use of chutes to collect and transport compostable materials is an ineffective means for the servicing of this heavy, wet material. TDS will provide staff members trained in compostable materials to collect these materials from individual restaurant and concessionaires on the secured terminal side between the hours of 7am and 10pm each day. These employees will be trained to maximize diversion and will have the ability to effectively communicate what is not compostable to each entity.
- Since we are proposing to have TDS employees on the ground and available according to Section 4.3, we will be able to haul the compactors as needed. In our experience, this leads to fewer hauls and greater efficiency. This approach will result in cost savings as the compactors will be near maximum capacity for each haul. After researching the historical weights (Attachment B), we see that the average compactor weighs 2-4 tons. Our employees will ensure that compactors will be hauled appropriately to minimize the number of hauls each month.



- TDS will include means of transport within the terminal and a rate for compostable bags.
- TDS has installed hardware and software applications on all trucks that would service the ABIA, all of which have onboard GPS tracking devices. This means that TDS can tell you what time the truck was at that location or missed for any reason. This information is available to you in real-time if necessary. Additionally, when you contact TDS, we will be able to see the location of all of the trucks that are servicing the ABIA at that particular moment. This allows TDS to respond quickly by having a broad spectrum of information available to our dispatchers and the City of Austin.

Our model has specific project personnel devoted to ABIA services and diversion. We have a Recycling and Composting Coordinator to serve as a point person and ensure that this project will be successful. The Recycling and Composting Coordinator will work with the City to set goals, will help implement the education program at each restaurant/concessionaire, train personnel and will continue follow up activities with the ABIA during the length of the contract to identify opportunities to further the City's landfill diversion rate goals. TDS will have one Operations/Customer Care Lead to handle the day to day operations for the ABIA. If the City's contact is unavailable for any reason, an assigned backup representative, who has been trained on all ABIA contract procedures and requirements, will be available. Assigned route personnel will be responsible for collection and hauling services.

- **Provide and service waste, recyclables and organics collection dumpsters and compactors, compaction containers, and cart dumpsters. Include equipment, scheduling, response time, maintenance activities and clean-up for each task and type of collection.**

Each element of Section 4.1, 4.3, 4.4 and 6.2 (including 6.2.2 and 6.2.10) will be serviced and managed according to the needs of the City of Austin described in the Scope of Work.

TDS is currently operational six (6) days per week. Due to the needs of the ABIA, we are fully prepared to make an exception for the City of Austin and provide the necessary support and services seven (7) days each week, including holidays, for the ABIA specifically. Additionally, TDS is willing to offer emergency response times according to 6.2.2.3 of the Scope of Work, another additional service and value currently unavailable to our customers.

We understand the importance of minimal down time to the ABIA. In addition to the service needs described in the Scope of Work, we have 3 full time compactor specialists that will be on-call for any service related questions or needs 6 days a week. TDS will provide all maintenance support and backup equipment as needed to serve the ABIA. This means that the ABIA will have limited downtime.

If a compactor is TDS owned, we conduct a scheduled, semi-annual maintenance review. We repair any item at TDS cost if the compactor is owned by TDS for normal wear and tear. If the compactor is Customer owned or third party owned, TDS will provide maintenance as per our quote. We require two (2) hours for compactor repair. Finally, staff will be trained to complete required clean-up according to Section 4.5.



**Commercial Front-Load Truck**



**3 yard Front-load Landfill Container**



**6 yard Front-load Single Stream Recycling Container**



**3 yard Front-load Compost Container**





**Roll-off Truck with Self Contained Compactor**



**20 yard Open Top Roll-off**

- **Provide a quality control plan.**

TDS is one of the only resource management companies in the country that processes all three major waste streams for disposal or reuse at one facility. These means that each stream that comes to our facility is weighed on state-certified scales to assist with management and reporting. Additionally, all front load trucks routed for recycling or composting have scales that are tied into routing software on the onboard tablet. Weights are captured and put into this tablet for reporting purposes. These weight services bring additional value to your diversion records.

The excellence and quality focus that TDS has developed has come directly from TDS's primary management team. As President and CEO, Bob Gregory stresses quality control and sustainability from a personal perspective. The customer satisfaction compliance history of the company demonstrates that the long-term integrity of the company is more important than short-term profit. TDS stresses quality from a customer oriented and business management perspective. These two core values: a commitment to management and environmental compliance integrity, and straightforward business management practices, are a dynamic force in leading the company to ever increasing standards of quality, customer service, innovation, and growth.

The leadership conducts itself in a manner that puts the safety and well-being of the employee in the forefront of decision making. The result is that our employees put the well-being and satisfaction of the customer in the forefront of their decision making.

At TDS, we strive to provide one of the finest customer call centers in the resource management industry. When you become a TDS Customer, you have access to a staff of trained and dedicated individuals who can address any type of question or concern you may experience. In addition to the required services listed in Section 6.2.13, the TDS Customer Care Call Center at our Creedmoor Operations location is available toll free to assist you from 7:00 AM to 5:30 PM five days per week whether you have a billing question, request for an extra pick-up, change in service level or just a clarification on what is recyclable and compostable. We also believe our customers should always talk to a "live person" when they contact our offices. We utilize a Call Distribution System, so we can efficiently route calls to an available Customer Care Representative that can help assist the customer directly. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention.

- **Assist the City in managing a waste and recycle program.**

TDS has a strong history of guiding various entities with strong environmental ethics toward increased diversion and reuse of materials. We have created, implemented, and serviced programs for many of the companies and events that now flock to our "Most Livable City." We currently support companies that exemplify environmental standards including Apple, Samsung and Dell. We have been able to successfully support the composting of materials in the more unlikely of places such as St. David's and the Circuit of the Americas (COTA). We have assisted Dell Diamond, home of the Round Rock Express, in becoming the first large event stadium to provide (and successfully divert) the three basic waste streams of landfill, recycling and compost in both pre- and post-consumer capacities in the state of Texas. Through our "Green Events" initiative, we also work hands-on with the majority of the events that pass through Austin to actively assist with their diversion. This includes SXSW, LLC. and related entities, the World Gelato Tour, Austin City Limits (ACL), Formula One events and ESPN's X-Games. Through our "Green School Solutions"

programming, we assist with the education, service and implementation of composting in the cafeterias of multiple school districts throughout Central Texas. Our first school to implement this program in 2011 was Austin Independent School District (AISD). AISD was one of the first school districts in the nation to comprehensively and successfully compost in all of their elementary schools. TDS has also implemented successful landfill waste diversion plans at Hays Consolidated Independent School District, Georgetown Independent School District, and Pflugerville Independent School District. Our company fully understands the Best Practices needed to ensure the least amount of waste possible goes into landfills from both educational and logistical vantage points, regardless of the population, company or client.

TDS has the experience and capability to support and achieve the waste diversion goals of the City of Austin and the Department of Aviation, specifically, through diverting resources from the landfill by offering full-scale educational programming for all staff, product and packaging consultation, customized reporting to weigh each stream, single stream recycling services, construction waste diversion through our Green Builder Program and large-scale composting services (both pre- and post-consumer). At first glance, it may seem hard for landfill, recycling OR composting companies to differentiate themselves substantially in the marketplace. TDS is also willing to offer a full-scale education plan with this effort to improve the overall effectiveness of this contract and the diversion goals of the City, including hours for continual educational improvements and training throughout the course of the contract.

You can think of TDS not only as your service provider, but as your environmental material consultant company that is here to build a strategic and comprehensive waste-diversion plan. We take it beyond the level of just providing you a diversion program: We will partner with you to design, implement and improve the program as it matures. We work directly with staff to ensure they receive best possible education on waste diversion. We utilize the best available technology, which includes Global Positioning Systems (GPS) on our trucks, and we have a fully dedicated customer service team to take care of all your needs from billing to maintenance.

The fact that TDS owns and manages our its own large-scale composting facility, MRF, construction debris processing facility and landfill gives you the opportunity to have one company that can create a maximum landfill diversion program while minimizing fluctuations in costs. In addition to the three major waste streams of landfill, single stream recycling and composting, TDS will have the capacity to store, weigh, transport and divert or dispose of the managing of all wastes listed in 6.2.4 and Addendum B.

TDS will recycle the vehicle batteries, tires, oil and scrap metal. TDS is proposing a rebate to the City of Austin for scrap metal for this contract. TDS currently receives the Class 2 waste (contaminated soil from fuel spills) and proposes to haul and dispose of it. TDS proposes to haul and dispose the non-hazardous waste (rubber removed from runways). TDS will use a subcontractor for the diversion of light bulbs and alkaline and rechargeable batteries and hazardous waste. We will manage each subcontractor and will be minimizing the number of third party vendors.

Our model has specific project personnel devoted to ABIA services and diversion. We have a Recycling and Composting Coordinator to serve as a point person and ensure that this project will be successful. The Recycling and Composting coordinator will work with the City of Austin to set goals, will help implement the education program at each restaurant/concessionaire, train personnel and

will continue follow up activities with the ABIA during the contract to identify opportunities to further the City's landfill diversion rate goals.

- **Implement an organics collection program.**

TDS will create a maximum diversion program that includes education, collection, logistics, weights, reporting and reuse/disposal of all three main waste streams (landfill, single stream recycle and compost). In our experience, citizens are still learning about recycling as well as composting. Additionally, materials that are compostable vary based on small- or large-scale management. Small-scale composting facilities (or backyard composting) cannot handle items that could potentially carry vectors (e.g. meat or dairy). TDS is the only facility of which we are aware in Central Texas that has the permitting necessary for the composting of meat, bones and dairy products. The City will be able to compost all food waste coming from both the food preparation and cafeteria including dairy, meat, vegetables, fruit, soiled paper (e.g. napkins, paper boats), and wet or waxed based cardboard. Some of these items many smaller composting facilities are unable to handle due to permit restrictions. Subsequently, all diversion training will review single stream recycling and large-scale composting processes, including focus on the value and importance of diversion.

TDS will staff the ABIA with individuals who are fully trained in material reuse and recovery Best Practices, including what is placed in single stream recycling, compost and special waste containers and will serve as resources to City of Austin staff and ABIA restaurants and concessionaires. TDS feels the use of chutes to collect and transport compostable materials is an ineffective means for the servicing of these heavy, wet materials. TDS will provide staff members trained in compostable materials to collect these materials from individual restaurant and concessionaires on the secured terminal side between the hours of 7am and 10pm each day. These employees will be trained to maximize diversion and will have the ability to effectively communicate what is compostable to each entity.

TDS will include the use of two (2) front load dumpsters for the storage of compostable materials to be picked up weekly with the opportunity for expansion with increased diversion. In our experience, the reduction of landfill waste service due to the increase in compost service typically results in savings or a cost-neutral proposition.

TDS feels that composting is a key element to the success of this proposal. These materials are the heaviest and most compactable materials of the entire ABIA's waste stream. This creates the largest diversion opportunities and the best opportunities to eliminate days of service by compaction. The compostable program will require the most education since the idea is new to most people. The City will be able to compost all food waste coming from both the food preparation and post-consumer areas including dairy, meat, and bones.

The City will be able to compost all food waste coming from both the food preparation and cafeteria. This advantage of working with TDS will benefit the ABIA by allowing the City, restaurants and concessionaires to divert all food products without limitations. TDS has been diverting green waste for over 15 years making mulch and compost from the material. We divert 150,000 tons of wood waste annually. For the ABIA, TDS will supply front load dumpsters for the food waste and additional compostable materials. In this same dumpster, the ABIA could also recycle any green waste including grass clippings, tree limbs, brush clippings, saving the ABIA the added expense of disposing of this material.

Reliance on small contractors that have a start-up program or smaller containers only may not serve the Department's best interest over the life of the contract. As diversion grows and composting, specifically, takes footing at the ABIA, we believe that the use of small containers only may limit the diversion, logistical effectiveness of service and overall appearance at the airport. TDS is confident that our facilities can handle all of the Department's diverted materials over the life of the contract. TDS provides an environmentally-conscientious, clean and logistically effective approach. We anticipate that the ABIA will increase, with our help, diversion tonnages each and every year.

- **Provide recommendations and implementation plan for a total waste management program that improves waste diversion and meets internal waste diversion goals.**

Partnering with TDS would serve as a reminder to all who fly through the City's "gateway," to both visitors to and citizens of Austin, that the City takes sustainable initiatives seriously. We strive to be successful at all of our diversion efforts and we want you to be as well. Each waste stream described in Section 4.1.3 will be individually weighed and included in reporting documentation. Upon the start of the contract, TDS will re-evaluate the current schedule for the pick-up of waste streams, identify where less hauls are immediately necessary and readjust accordingly for cost savings. Through the course of the contract, TDS will adjust all hauls for increased savings as diversion increases. All programming will comply with the City of Austin Universal Recycling Ordinance (URO) both in its current and future forms during the term of the contract.

For greater efficiency, TDS is proposing to weigh the landfill trash dumpsters within the first month of service to determine a base weight. Then we propose to run a dedicated route one day per month to reassess trash weights. We will extrapolate this weight over the month to determine average weight. This will allow us to use this data to show diversion progress as trash weight decreases and recycling weight increases. The cost of servicing a full time dedicated landfill route was extremely high. Therefore, we have provided this alternative to provide the desired data. However, if the ABIA wants monthly total volumes of landfill waste, this will require service through a dedicated landfill route (i.e. not mixed with other businesses). TDS is willing to offer this service and has provided rates for a dedicated route, accordingly.

- **Conduct a solid waste characterization of the terminal waste and recycle compactors.**

TDS would not only provide a waste characterization and audit of the four existing compactors during the first 6 months of the contract, but would conduct additional visual audits of the existing and future containers on site. Also, since each of our staff members will be trained on diversion, each individual will be able to quickly identify material types before placement into a bin and identify the sources of contamination as they occur.

- **Provide start-up and ongoing training on waste management processes and equipment to City employees.**

TDS prides itself on including education and training at no additional cost to our clients. We recognize that environmental awareness, regardless of the sector, starts, continues and is ultimately successful with continued education. How materials can be re-used and the logistical efficacy of this process is always changing and improving. It is important that the public and, the Department of Aviation staff specifically, stay abreast on the latest technologies and mechanical abilities of recycling and composting in the Austin region specifically. Additionally, the ABIA is in the unique



position to be responsible for diverting materials from an international population. What is or is not recyclable in a single-stream system varies not only from nation to nation, but from city to city. It is vital that the employees, clients and passengers traveling through the ABIA have access to the best information regarding material recovery in the City of Austin, specifically.

Our model has specific project personnel devoted to ABIA services and diversion. We have a Recycling and Composting Coordinator to serve as a point person and ensure that this project will be successful. The Recycling and Composting coordinator will work with the City of Austin to set goals, will help implement the education program at each restaurant/concessionaire, train personnel and will continue follow up activities with the ABIA during the contract to identify opportunities to further the City's landfill diversion rate goals.

TDS proposes that the implementation of the composting diversion program, specifically for pre-consumer waste, will take place over a six (6) month process. We feel that this slower roll out is necessary to have our employees visit each restaurant/concessionaire and help educate all staff on diversion techniques and the differences among landfill/single-stream recycling/composting. At the time we implement the compost containers and program, we would change the trash schedule by lowering the amount of trash service.

After implementation of the program, TDS likes to send in representatives for periodic review of diversion progress. For example: In 2013, we made personal visits to over 150 schools, interviewed staff, took pictures, wrote assessments, and listed best practices in the schools. This information was shared with the districts in order to give continuous improvement year over year. TDS would provide this type of support for the ABIA.

## **2. Workforce**

TDS has valuable and effective resources as well as training available for employees including those assigned to this project. The company has written policies and procedures in place, an official employee handbook which outlines our mission, business principles and expectations, basic standards of professionalism, and other policies. The hiring procedures include rigorous background checks, physical, and drug screening. TDS conducts manager and supervisor training, all to ensure that personnel performing services are qualified and proficient. We have orientation and comprehensive safety training programs (which cover all safety policies, rules and regulations of the Company as well as State and Federal requirements). Service personnel are assigned to work with trainers and exemplary employees for on-the-job training in order to assure consistent performance and service, and then these trainers and exemplary employees are available for continued expertise as needed. Collection personnel are given documented road tests, training on the proper use of equipment, safety measures, instructions on TDS performance standards and requirements, contract requirements and responsibilities, and training on route layout and scheduling. Customer service personnel are trained on the proper use of telephones and other equipment, software programs, service requirements and contracts, good communication skills, effective completion of transactions, customer satisfaction, and performance standards.

Other Company resources that are available to project personnel that will benefit the City in assuring effective service provision, include state-of-the-art onboard computer technology and GPS systems for collection vehicles.

TDS knows that employee stability is essential to the program's success. TDS maintains a stable workforce by providing competitive salaries and benefits to our employees. We also evaluate performance on an annual basis to get feedback on opportunities for improvement and to ensure quality service. TDS is a forward thinking, family environment. The turnover rate for employees is dramatically lower than most of our competitors.

**a) Eric F. Krauss, Single Point of Contact**

**EDUCATION** Texas State University – Bachelor of Science, Urban Planning

**EXPERIENCE**

**Texas Disposal Systems** 2007 – Present

- Sr. Route Analyst (2007 - 2008)
- Data Management Supervisor (2008 – 2010)
- System Manager (2010 – Present)

**Austin American Statesman** 2005 – 2007

- Area Manager (2003 - 2004)
- Zone Manager (2004 - 2005)
- Operations Manager (2005 - 2007)

**b) Size and Composition of Current Workforce**

TDS currently employs 714 people. We are a highly diverse company employing:

- 12.3%: Black
- 41.1% Latino
- 42.8% White
- 3.8% Other

All staffing will be done through the TDS Human Resources Department (HR). Each employee will comply with requirements described in Section 6.1. TDS will service all aspects of this contract except for the individual special wastes noted in Subtask F and hazardous wastes. TDS will be utilizing sub-contractors who are permitted to handle this type of material.

If workforce enhancement is needed, TDS's HR Department will hire additional staff. We have proposed to have six (6) people staffed daily, to create three (3) shifts of two (2) people. Each employee will be trained to maximize diversion throughout the ABIA.

**c) Training Plan**

TDS prides itself on including education and training to our clients. We recognize that environmental awareness, regardless of the sector, starts, continues and is ultimately successful with continued education. How materials can be re-used and the logistical efficacy of this process is always changing and improving. It is important that the public and, the Department of Aviation staff specifically, stay abreast on the latest technologies and mechanical abilities of recycling and composting in the Austin region specifically. Additionally, the ABIA is in the unique position to be responsible for diverting

materials from an international population. What is or is not recyclable in a single-stream system varies not only from nation to nation, but from city to city. It is vital that the employees, clients and passengers traveling through the ABIA have access to the best information regarding material recovery in the City of Austin, specifically.

Our model has specific project personnel devoted to ABIA services and diversion. We have a Recycling and Composting Coordinator to serve as a point person and ensure that this project will be successful. The Recycling and Composting coordinator will work with the City of Austin to set goals, will help implement the education program at each restaurant/concessionaire, train personnel and will continue follow up activities with the ABIA during the contract to identify opportunities to further the City's landfill diversion rate goals.

TDS proposes that the implementation of the composting diversion program, specifically for pre-consumer waste, will take place over a six (6) month process. We feel that this slower roll out is necessary to have our employees visit each restaurant/concessionaire and help educate all staff on diversion techniques and the differences among landfill/single-stream recycling/composting. At the time we implement the compost containers and program, we would change the trash schedule by lowering the amount of trash service.

After implementation of the program, TDS likes to send in representatives for periodic review of diversion progress. For example: In 2013, we made personal visits to over 150 schools, interviewed staff, took pictures, wrote assessments, and listed best practices in the schools. This information was shared with the districts in order to give continuous improvement year over year. TDS could provide this type of support for the ABIA.

Finally, TDS will staff the ABIA with individuals who are fully trained in material reuse and recovery Best Practices, including what is placed in single stream recycling, compost and special waste containers. These individuals will also serve as resources to City of Austin staff and ABIA restaurants and concessionaires.

### **3. Equipment**

TDS has a full fleet of collection equipment that will be used for this contract. Any additional equipment that may be needed will be purchased by TDS. With a full fleet of trucks, that runs 24 hours a day, 6 days a week, we can assure the ABIA will receive the best service with limited downtime. For the purposes of this contract, TDS will extend its hours to operate on Sundays to service the ABIA specifically.

TDS is proposing to use the types and amounts of equipment called for in "Attachment A". In addition to the listed equipment, we also propose to have 2-6 yard front load dumpsters for compostable products. In "Attachment B," one employee is listed for each shift of each shift per day. To maximize diversion, TDS proposes to add two additional employees per shift per day.

#### 4. Reporting

Reports would include total volumes of landfill materials, compostable materials, single stream recyclables and specific special wastes by month. This would give us the overall monthly volume of the diversion efforts for the ABIA as a whole. Additionally, all contaminated loads each month will be described according to Section 6.3.2.4. Section 6.3.2.5 would be included in each monthly bill.



#### City of Austin - Central Business District 2014

Landfill

Month	Weight/Tons
June*	430.22
July	625.58
August	732.16
September	667.93
October	681.33
November	627.77
December	624.68
Total Tons	4,389.67

Recycle

Month	Weight/Tons
June*	6.92
July	105.20
August	100.13
September	134.92
October	127.56
November	131.24
December	117.09
Total Tons	723.06

Bulky

Month	Weight/Tons
June*	
July	
August	
September	
October	
November	1.88
December	
Total Tons	1.88

\*Services began June 16, 2014.



COA - ABIA  
SAMPLE REPORTING

Cust # 1-12345

Type: Landfill

Month	Weight/LBS
January	59,020.00
February	65,960.00
March	53,180.00
April	88,980.00
May	68,500.00
June	67,800.00
July	64,080.00
August	74,760.00
September	74,140.00
October	94,560.00
November	63,540.00
December	50,320.00
TOTAL TONS	412.42
Weight in LBS	824,840.00

Cust # 1-12345

Type Recycle

Month	Weight/LBS
January	10,500.00
February	12,180.00
March	16,320.00
April	12,510.00
May	13,530.00
June	9,300.00
July	12,500.00
August	6,075.00
September	7,880.00
October	10,113.00
November	9,418.00
December	6,275.00
TOTAL TONS	63.30
TOTAL LBS	126,601.00

Cust # 1-12345

Type Compost

Month	Weight/LBS
January	8,480.00
February	9,180.00
March	9,280.00
April	9,684.00
May	6,660.00
June	3,680.00
July	7,280.00
August	3,320.00
September	5,280.00
October	9,770.00
November	5,460.00
December	13,260.00
TOTAL TONS	45.67
TOTAL LBS	91,334.00

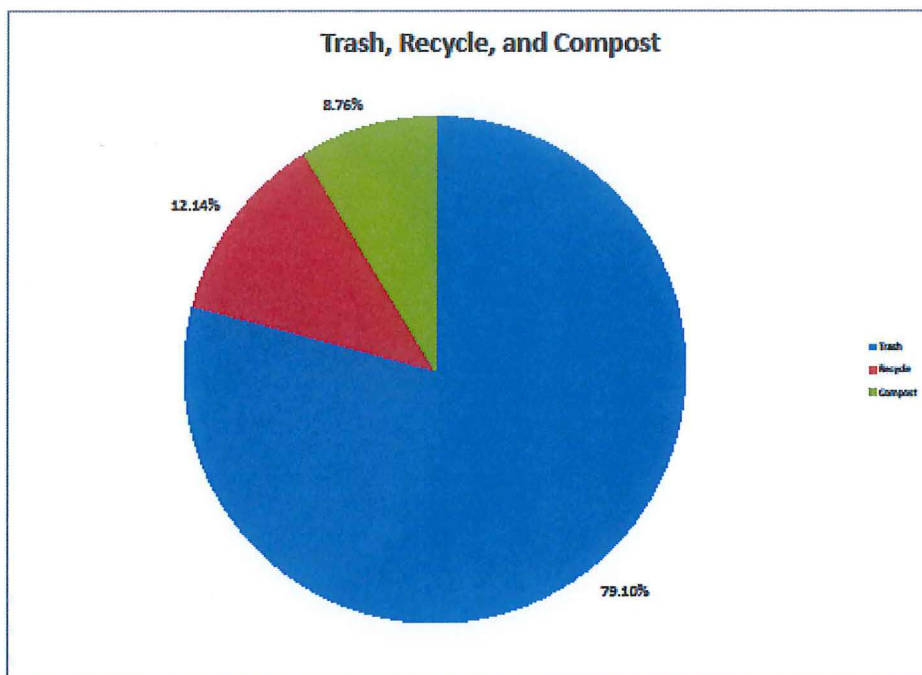


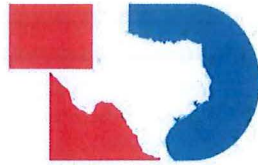
**COA - ABIA**  
**SAMPLE REPORTING**

	Trash	Recycle	Compost	Total Material
YEAR	824,840.00	126,601.00	91,334.00	1,042,775.00

% of Diversion	79.10%	12.14%	8.76%
----------------	--------	--------	-------

	YEAR
Total Estimated Diversion %	20.90%
Total Diversion Weight	217,935.00





**TEXAS DISPOSAL SYSTEMS**

**D. Project Management Structure**







#### TEXAS DISPOSAL SYSTEMS

#### **E. Prior Experience**

The Project Manager and Recycling and Composting Coordinator have a combined total of 15 years of experience managing the operations and diversion logistics of large programs. These individuals currently support companies that exemplify environmental standards including Apple, Samsung and Whole Foods. These individuals have been able to successfully support the composting of materials in the more unlikely of places such as St. David's Hospitals and the Circuit of the Americas (COTA). The Project Manager also directly supports the trash and recycling diversion services in the Central Business District (CBD) in the City of Austin. They have assisted Dell Diamond, home of the Round Rock Express, in becoming the first large event stadium to successfully implement a three waste stream diversion program (landfill, recycling and compost) in both pre- and post-consumer capacities in the state of Texas. Through our "Green Events" initiative, they also work hands-on with the majority of the events that pass through Austin to actively assist with their diversion. This includes SXSW, LLC. and related entities, the World Gelato Tour, Austin City Limits (ACL), Formula One events and ESPN's X-Games. Through our "Green School Solutions" programming, the Recycling and Composting Coordinator assists with the education, service and implementation of composting in the cafeterias of multiple school districts throughout Central Texas. Our first school district to implement this program in 2011 was Austin Independent School District (AISD). AISD was one of the first school districts in the nation to comprehensively and successfully compost in all of their elementary schools. The Recycling and Composting Coordinator also supports the highly successful landfill waste diversion plans at Hays Consolidated Independent School District, Georgetown Independent School District, and Pflugerville Independent School District. Our company fully understands the best practices needed to ensure the least amount of waste possible goes into landfills from both educational and logistical vantage points, regardless of the population, company or client.

#### **Corporate Experience and References**

We would like to mention several customers and programs TDS has implemented in regards to landfill diversion by creating, expanding and supporting landfill diversion programs.

1. Project Title: AISD Composting Program, 3+ years of service  
Contact: Irene Krill @ 414-2668.  
Address: 5101 East 51st Street, Austin, TX 78723  
Description: TDS has implemented a District-wide Single Stream recycling and elementary school composting program to all 121 schools within the District. AISD diverted 10 million pounds of organic and recyclable materials in their two years of implementation. We are currently expanding efforts into the AISD middle schools. Both Eric Krauss and Jen Sembera are actively involved in this contract.
2. Project Title: City of Kyle, Three Cart Service, 11+ years of service  
Contact: Jerry Hendrix, Assistant City Manager @ 512-262-3924.  
Address: 100 West Center Street, Kyle, TX 78640



- Description: In 2010, TDS contracted with the City of Kyle to implement a 3 cart service program to divert material from the landfill by recycling and composting at residents' homes. TDS and the City of Kyle residents increased our recycling diversion totals from 3% to 30% during the 9 month pilot program. Eric Krauss is actively involved in this contract.
3. Project Title: City of San Marcos, Single Stream Recycling, 10+ years of service  
Contact: Amy Kirwin, Solid Waste Coordinator @ 512-393-8407.  
Address: 630 E. Hopkins, San Marcos, TX 78666  
Description: Over the last 5 years, TDS has implemented Single Stream recycling for all single family dwellings and successfully increased recycling totals by over 50%. In 2011, TDS rolled out a multi-family Single Stream recycling pilot program. The multi-family recycling program proved to be a success, and was rolled out City-wide in February 2012 to all multi-family residents. Both Eric Krauss and Jen Sembera are actively involved in this contract.
4. Project Title: Dell Diamond Round Rock Express, Diversion Roll Out, 3+ years of service  
Contact: David Powers, Director of Facilities @ 512-810-1815.  
Address: 3400 East Palm Valley Boulevard, Round Rock, TX 78665  
Description: TDS successfully implemented a 3 service landfill diversion program (trash, compost, and recycling) to divert 70% of the material away from the landfill. As a result, Dell Diamond has achieved the highest landfill diversion rate of any minor league stadium in Texas. Jen Sembera is actively involved in this contract.
5. Project Title: The W Hotel Total Waste Diversion Plan, 4+ years of service  
Contact: Bob Pitts, Facilities Director @ 512-542-133612.  
Address: 200 Lavaca Street, Austin, TX 78701  
Description: TDS currently provides trash, landfill and Single Stream recycling service for the W Hotel's Restaurant and Retail operations. The W-hotel has successfully reached 70% landfill diversion. Both Eric Krauss and Jen Sembera are actively involved in this contract.
6. Project Title: Circuit of the Americas (COTA), 2+ years of service  
Contact: Tim McNeff, Director – Event Operations @ 512-655-6316.  
Address: 9201 Circuit of the Americas Blvd, Austin, TX 78617  
Description: TDS successfully implemented a full-scale composting program of the material away from the landfill for both pre- and post-consumer waste. All compostable materials are now diverted from all concerts and events from this complex. Both Eric Krauss and Jen Sembera have been actively involved in this contract.

**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

- F. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence. ✓
- G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- H. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- I. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120

- F. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- H. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- I. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

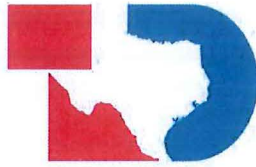
\_\_\_\_\_  
Date

**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

- F. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- H. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal. ✓
- I. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120

- F. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- H. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- I. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.



**TEXAS DISPOSAL SYSTEMS**

**J. Authorized Negotiator**

Thomas J. Mistler, COO/CFO  
12200 Carl Road  
Creedmoor, TX 78610  
(512) 421-1333

Rick Fraumann, Director of Sales  
12200 Carl Road  
Creedmoor, TX 78610  
(512) 421-1324

ATTACHMENT A  
COMPARISON PRICE PROPOSAL FORM  
RFP PAX  
DRAFT

The use of the locations below is for the purpose of facilitating the comparison of bid pricing by the City. Listed below may not be truly reflective of all locations and quantities needed for this contract.

Equipment Rental Fee - Terminal

Item	Location	Location Description	Equipment description	Estimated Quantity (Monthly)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
1	Terminal carts	Near airline gates; W100 parking lot; chute rooms	2-3 CY, towable	40	\$ 105.00	\$ 4,200.00
2	Terminal compactor	Compactor site	30 CY or greater electric or hydraulic for refuse	2	\$ 374.00	\$ 748.00
3	Terminal compactor	Compactor site	30 CY or greater electric or hydraulic for mixed recyclables	2	\$ 374.00	\$ 748.00
4	Terminal dumper	Compactor site	Capable of lifting carts; electric or hydraulic	2	\$ 236.00	\$ 472.00
5	Tow vehicle	Terminal	4 x 2 capable of towing ≥2000 lbs., electric or propane	1	\$ 469.00	\$ 469.00
6	East Infill carts	Carts to serve E. Infill chute room	2-3 CY, on wheels, capable of being moved and material transferred by use of a tipper	4	\$ 36.00	\$ 144.00
7	East Infill dumper	East infill dock	Capable of lifting carts; electric or hydraulic	2	\$ 236.00	\$ 472.00
8	East Infill dumpster	East infill dock	20 CY for refuse	1	\$ 90.00	\$ 90.00
9	East Infill dumpster	East infill dock	20 CY for mixed recyclables	1	\$ 90.00	\$ 90.00
10	East Infill	East infill dock	Electric assist for moving carts	1	\$ 22.00	\$ 22.00
11	TBD (accessible landside)		68 gallon containers for organics recycling	10	\$	see attached
<b>TOTAL</b>						<b>\$7,455.00</b>

Services - Terminal

Item	Location	Description	Service Frequency	Estimated Quantity (Monthly)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
12	Terminal compactor	Refuse compactor	Daily	36	\$379	\$ 13,644.00
13	Terminal compactor	Mixed recyclables compactor	Twice weekly	8	\$259	\$ 2,072.00




14	Infill	Refuse dumpster	1 times weekly	12	\$262	\$ 44.00
15	East Infill	Mixed recyclables dumpster	Once weekly	4	\$217	\$ 868.00
16	TBD (accessible landside)	Organics container pickup and cleaning	Daily	30	\$	see attached
<b>TOTAL</b>						\$ 19,728.00

**Equipment - Landside**

Item	Location	Location Description	Equipment description	Estimated Quantity (Annually)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
17	9309 Rental Car Ln	Lot H	8 CY front load dumpster mixed recyclables	1	\$	included
18	3400 Spirit of Texas Drive	Airline Belly Freight	8 CY front load dumpster mixed recyclables	1	\$	included
19	9400 Freight Ln	DOA Warehouse	8 CY front load dumpster mixed recyclables	1	\$	included
20	2716 Spirit of Texas Drive	DOA P&E/LRC	8 CY front load dumpster mixed recyclables	1	\$	included
21	2901 Employee Ave	AMPCO/DOC	8 CY front load dumpster mixed recyclables	1	\$	included
22	3601 Bergstrom Drive	DOA Mtc Complex	8 CY front load dumpster mixed recyclables	1	\$	included
23	10102 Aircraft Ln	ARFF/ATCT	6 CY front load dumpster mixed recyclables	1	\$	included
24	9919 Service Avenue	LSG SkyChefs	8 CY front load dumpster mixed recyclables	1	\$	included
25	9501 Cargo Ave	Bradford Logistics	8 CY front load dumpster refuse	2	\$	included
26	9400 Freight Ln	DOA Warehouse	8 CY front load dumpster refuse	1	\$	included
27	2901 Employee Ave	AMPCO/DOC	8 CY front load dumpster refuse	1	\$	included
28	2716 Spirit of Texas Drive	DOA P&E/LRC	8 CY front load dumpster refuse	1	\$	included
29	3601 Emma Browning Ave	DOA Mtc Complex	8 CY front load dumpster refuse	1	\$	included
30	3819 Bergstrom Drive	DOA Motor Pool	20 CY roll off refuse	1	\$ 90.00	\$ 90.00
<b>TOTAL</b>						\$ 90.00

**Services - Landside**

Item	Location	Description	Service Frequency	Estimated Quantity (Monthly)	Unit Price	Extended Price (Estimated Quantity X Unit Price)
31	9309 Rental Car Ln	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
32	3400 Spirit of Texas Drive	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
33	9400 Freight Ln	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
34	2716 Spirit of Texas Drive	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
35	2901 Employee Ave	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
36	3601 Bergstrom Drive	8 CY front load dumpster mixed recyclables	Once weekly	4		\$ 107.00
37	10102 Aircraft Ln	6 CY front load dumpster mixed recyclables	Once weekly	4		\$ 100.00

  
 Thomas J. Master  
 COO/CFO  
 11/14/15

## General Rates

Type	Size	Freq	Rates
MSW Hauling & Disposal			
FL Trash- dedicated route	8	1	\$214.00
FL Trash- dedicated route	8	2	\$406.00
FL Trash- dedicated route	8	3	\$598.00
FL Trash- dedicated route	8	4	\$790.00
FL Trash- dedicated route	8	5	\$982.00
FL Trash- no dedicated rte	8	1	\$143.00
FL Trash- no dedicated rte	8	2	\$265.00
FL Trash- no dedicated rte	8	3	\$387.00
FL Trash- no dedicated rte	8	4	\$508.00
FL Trash- no dedicated rte	8	5	\$630.00
Dedicated rte w/ weight report	6x8yd	1 day	\$500.00
FL Recycle	6	1	\$100.00
FL Recycle	8	1	\$107.00
FL Food Waste	6	1	\$179.00
Trash extra	6	each	\$95.00
Trash extra	8	each	\$105.00
Recy extra	6	each	\$85.00
Recy extra	8	each	\$95.00
Food Waste extra	6	each	\$150.00
Roll-off trash haul	20	each	\$262.00
Roll-off trash haul	30	each	\$285.00
Roll-off trash haul	40	each	\$307.00
Roll-off recycle haul	20/30/40	each	\$217.00
Roll-off delivery (temp)	20/30/40	each	\$111.00
Roll-off transportation	30	each	\$217.00
+ tires 15" or smaller		each	\$7.00
+ tires 16" to 19.5"		each	\$14.00
+ tires 20" to 24"		each	\$18.00
+ tires 25" to 28"		each	\$35.00
+ tires 29" to 38"		each	\$52.00
+ tires 39" to 48"		each	\$70.00
+ metal rebate		each	60% of AMM high-side
Roll-off contaminated soil	20	each	\$1,063.00
Roll-off clean rubber haul	30	each	\$783.00
Compactor trash haul	35	each	\$379.00
Compactor recy haul	35	each	\$259.00
Compactor food haul	35	each	\$379.00
Compactor food haul	30	each	\$368.00
Compactor food haul	25	each	\$353.00
Compactor food haul	15	each	\$323.00
Equipment & On-Site Staffing			
RO rental (open top)	20/30/40	per mo	\$90.00
FL lockbar	any		\$15.00
Compactor Rental	35	per mo	\$374.00
Compactor Rental	30	per mo	\$360.00
Compactor Rental	25	per mo	\$346.00
Compactor Rental	15	per mo	\$342.00
Tipper	n/a	per mo	\$236.00
2yd trainable FL	2	per mo	\$105.00
Tug	n/a	per mo	\$469.00
Electric assist pallet jack	n/a	per mo	\$22.00
Compostable Bags	45gal	per case	\$71.00
On-site staffing		per mo	\$71,124
Maintenance call out		each	\$125.00
After hours Maint. call out		each	\$200.00
Maintenance rate		per hr	\$105.00
Parts markup			33%
Light bulbs			
Straight fluorescent bulbs	< 5'	each	\$0.38
Straight fluorescent bulbs	5'-8'	each	\$0.73
Straight fluorescent bulbs	9'-12'	each	\$0.86
Shielded or coated lamps		each	\$2.06
U-Bend or circular lamps		each	\$0.53
HID bulbs		each	\$1.24
Compact w/ ballast		each	\$0.65
Compact w/out ballast		each	\$0.53
Drum- crushed lamps	55gal	each	\$319.00
Batteries			
Transportation of batteries		per trip	\$194.00
Alkaline batteries (recycle)		per lb	\$0.99
Lithium batteries		per lb	\$6.25
Zinc Carbon batteries		per lb	\$1.24
Lead acid batteries		per lb	\$0.49
Nicad batteries		per lb	\$1.08
PCB containing ballast		per lb	\$0.69
non-PCB containing ballast		per lb	\$0.44
Hazardous & Non-Hazardous Waste			
Transportation of hazardous & non-hazardous waste		per trip	\$665.00
Drum- toxic lab pack	55gal	each	\$693.00
Drum- class 1 waste	55gal	each	\$83.00
Drum- toxic lab pack	55gal	each	\$693.00
Drum- flammable lab pack	55gal	each	\$227.00
Drum- aerosols	55gal	each	\$227.00
Chemist		per hour	\$150.00
Emergency Response (project manager, 3 technicians, truck & standard trailer)		per hour	\$438.00
Oil			
Disposal		per gal	\$0.00

for COA-  
owned  
equipment



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP PAX0120

**COMMODITY/SERVICE DESCRIPTION:** TOTAL WASTE  
MANAGEMENT SERVICES

**DATE ISSUED:** 11/10/2014

**REQUISITION NO.:** 14101600016

**PRE-PROPOSAL CONFERENCE TIME AND DATE:**  
11/18/2014, 12:30 pm, Local time

**COMMODITY CODE:** 96141

**LOCATION:** 2716 Spirit of Texas Drive, Austin, Texas 78719

**FOR CONTRACTUAL AND TECHNICAL  
ISSUES CONTACT THE FOLLOWING  
AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** 01/14/2015, 2:00 pm, local time

Sai Xoomsai Purcell  
Senior Buyer Specialist

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 972-4016

**E-Mail:** sai.xoomsai@austintexas.gov

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,  
as shown below:**

<b>P.O. Address for US Mail</b>	<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed	Purchasing Office-Response Enclosed
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE "Purchasing  
Office-Response Enclosed" along with the offeror's name & address, solicitation number and due date and  
time. See Section 0200 Solicitation Instructions for more details.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 9 ELECTRONIC COPY OF YOUR RESPONSE**  
**The electronic version must be on flash drive in PDF format.**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Attachment A	PRICE PROPOSAL FORM	2
Attachment B	HISTORICAL WASTE AND RECYCLE GENERATION RATES AND CURRENT COLLECTION SERVICES	2
Attachment C	FACILITY LAYOUT	1
Attachment D	AIRPORT SECURITY REQUIREMENTS	7

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not**

perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Texas Disposal Systems, Inc.

Company Address: 12200 Carl Road

City, State, Zip: Creedmoor, TX 78610

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Thomas J. Mistler

Title: Chief Operating Officer/Chief Financial Officer

Signature of Officer or Authorized Representative: 

Date: 1/14/15

Email Address: tmistler@texasdisposal.com

Phone Number: 512-421-1300

**\* Proposal response must be submitted with this Offer sheet to be considered for award**



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS:** The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM:** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK:** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE:**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. RIGHT TO AUDIT:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY – PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**20. WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.

**21. WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled Deliverables shall be clearly identified as such.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.
23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

**A. Definitions:**

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).**

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.
- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions**

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
34. **NOTICES:** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, email, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL:** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS:** The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY:** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS:** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
39. **ADVERTISING:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

43. **INDEPENDENT CONTRACTOR:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
48. **DISPUTE RESOLUTION:**
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**54. EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

**55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a – 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Texas Disposal Systems, Inc.					
Physical Address	12200 Carl Road, Creedmoor, TX 78610					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Tradebe					
Physical Address	200 S. 16th Ave., Laporte, TX 77571					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	Yes	No	Branch	<input checked="" type="radio"/> Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	Air Cycle Corporation					
Physical Address	2200 Ogden Ave., Suite 100, Lisle, IL 60532					
Is Firm located in the Corporate City Limits? (circle one)	Yes			<input checked="" type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	No	Branch	Yes	No

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Texas Disposal Systems, Inc.					
Physical Address	12200 Carl Road, Creedmoor, TX 78610					
Is Firm located in the Corporate City Limits? (circle one)	Yes			(No)		
In business at this location for past 5 yrs?	(Yes)			No		
Location Type:	Headquarters	(Yes)	No	Branch	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm	H & H Oil					
Physical Address	20909 FM 685 Pflugerville, TX 78660					
Is Firm located in the Corporate City Limits? (circle one)	Yes			(No)		
In business at this location for past 5 yrs?	(Yes)			No		
Location Type:	Headquarters	Yes	No	Branch	(Yes)	No

**SUBCONTRACTOR(S):**

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No



**Section 0700: Reference Sheet**

Please include the following information if required in the solicitation:

Responding Company Name Texas Disposal Systems, Inc.

1. Company's Name Austin Independent School District  
Name and Title of Contact Paul Turner, Director of Facilities  
Present Address 1111 W. 6th Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number (512) 414-3050 Fax Number ( )  
Email Address pturner@austinisd.org
  
2. Company's Name City of Kyle  
Name and Title of Contact Jerry Hendrix, Chief of Staff  
Present Address P.O. Box 40  
City, State, Zip Code Kyle, TX 78640  
Telephone Number (512) 262-3921 Fax Number ( )  
Email Address jhendrix@cityofkyle.com
  
3. Company's Name City of San Marcos  
Name and Title of Contact Rodney Cobb, Executive Director of Community Services  
Present Address 630 E. Hopkins Street  
City, State, Zip Code San Marcos, TX 78666  
Telephone Number (512) 393-8402 Fax Number ( )  
Email Address rcobb@sanmarcostx.gov

4. Company's Name Dell Diamond  
Name and Title of Contact David Powers, Director of Facilities  
Present Address 3400 E. Palm Valley Blvd  
City, State, Zip Code Round Rock, TX 78665  
Telephone Number (512 ) 810-1815 Fax Number (512 ) 255-1558  
Email Address dpowers@rrexpress.com

5. Company's Name W Hotel  
Name and Title of Contact Nadine Thomas, Director of B and F  
Present Address 200 Lavaca Street  
City, State, Zip Code Austin, TX 78701  
Telephone Number (512)-542-3673 Fax Number (512 ) 542-3655  
Email Address nadine.thomas@whotels.com

**Section 0815: Living Wages and Benefits Contractor Certification**

Company Name Texas Disposal Systems, Inc.

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.39 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$11.39 per hour.

Employee Name	Employee Job Title
Jen Sembera	Recycling and Composting Coordinator
Eric Krauss	Commercial and Roll-off System Manager (Single Point of Contact)
TBD	Commercial Truck Driver
TBD	Roll-off Truck Driver
TBD	ABIA on-site staff

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.39 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

**Section 0835: Non-Resident Bidder Provisions**

Company Name Texas Disposal Systems, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Texas Disposal Systems, Inc. is a "Resident Bidder"

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A Which State: N/A

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to [sai.xoomsai@austintexas.gov](mailto:sai.xoomsai@austintexas.gov) no later than ten business days close of business before the due date of the proposal

**PRE-PROPOSAL CONFERENCE AND SITE-VISITS TIME AND DATE:**

**Time and Date:** 11/18/2014, 12:30 pm, Local time

**Location:** ABIA, 2716 Spirit of Texas Drive, Austin, Texas 78719

Due to the Austin-Bergstrom International Airport security policy, Vendors who are planning to attend the scheduled pre-proposal meeting on November 18, 2014 at 12:00 P.M., shall provide the following information:

- Attendees' full name
- Attendees' date of birth

This information is due by November 14, 2014 at 11:00 A.M. at [saixoomsai@austintexas.gov](mailto:saixoomsai@austintexas.gov).

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$5,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.
      - (c) Products/Completed Operations Liability for the duration of the warranty period.
      - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
    - (2) The policy shall also include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
  - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$5,000,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
    - (1) The policy shall include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to two (2) additional 36 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first twelve months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

Department	Aviation Department
Attn:	Karen Devane
Address	3600 Presidential Blvd.
City, State Zip Code	Austin, TX 78719

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **HAZARDOUS MATERIALS:**

- A. If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.
- B. Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.
- C. The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

7. **LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).



**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- D. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages Employee Certification included in the Solicitation**) for all employees directly assigned to the contract. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- E. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The quarterly Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes in that quarter. If no changes, submit a Contractor's Certification Form indicating no change.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**9. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
  - C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
  - D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
  - E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
  - F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
  - G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
  - H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
  - I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
  - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
10. **ECONOMIC PRICE ADJUSTMENT:**
- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 120 days of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
    - (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
    - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
    - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
    - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
    - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
  - ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
    - (1) Utilize final Compilation data instead of Preliminary data
    - (2) If the referenced index is no longer available shift up to the next higher category index.
  - iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: All	
Description of Series ID: Private Industry	
This Index shall apply to the following items of the Cost Proposal: Anything labor related	

- E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

- F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS**

11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Karen Devane

---

512-530-6338

---

[Karen.devane@austintexas.gov](mailto:Karen.devane@austintexas.gov)

---

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

**1.0 Purpose**

The City of Austin (City) seeks proposals from interested parties to provide total waste management services for the Department of Aviation (Department) at multiple locations at the Austin-Bergstrom International Airport (ABIA) campus. The Contractor may provide all services or subcontract with partner firms to perform functions specified in this Scope of Work.

Being a leader in waste diversion is a priority for the Austin community and ABIA. The City is committed to a "Zero Waste" goal, a goal to reduce the amount of waste sent to landfills by 90 percent by the year 2040. In support of this goal, the Department envisions transforming from traditional waste collection to an innovative approach that focuses on waste reduction and resource recovery.

**Goal**

The goal of the Total Waste Management program is to improve upon the Department's current waste management services and incorporate additional waste types to form a comprehensive program. The successful proposer (Contractor) will provide all equipment and be responsible for the management of all waste collection including solid waste, recyclables, organics, and regulated waste on the ABIA campus. The Contractor will also provide consultation and implementation on streamlining and improving waste management practices. The Department anticipates the Contractor will work as a team with the Department and ABIA tenants to provide total waste management services as well as support ABIA's sustainable vision.

**2.0 Background**

**2.1 *About the City of Austin***

The City of Austin, Texas, is the 11th largest city in the country with continued projected record-breaking growth into the next decade. Topping numerous "Best" lists for business, entertainment, cost of living and quality of life, Austin continues to lead the country with its vision of being the "Most Livable City in the Country." Host to events such as SXSW and Formula 1 and home to companies such as Apple, Samsung, Dell, The Seton Healthcare Family and St. David's HealthCare systems, Austin has gained worldwide attention as a hub for education, business, health, and sustainability.

Through "Imagine Austin," the comprehensive plan for the future, the City is committed to taking action across a broad spectrum of sustainability initiatives. This involves taking positive proactive steps to protect Austin's quality of life now and for future generations. Initiatives such as the "Single-Use Carryout Bag Ordinance," "Universal Recycling Ordinance," "Climate Protection Resolution," and the "Leadership in Energy and Environmental Design resolution" demonstrate the City's commitment to environmental stewardship.

**2.2 *About Austin-Bergstrom International Airport (ABIA)***

ABIA is owned and operated by the City of Austin, through the Department of Aviation. It serves as "the gateway" to the City of Austin. Continued population growth, economic growth, and the number and size of events held in Austin have led to a significant increase in activity at ABIA. ABIA has experienced consistent passenger growth for four consecutive years. A record 10,017,958 passengers passed through ABIA in 2013, up 6% from the previous record year in 2012. ABIA has nonstop service to thirty-nine (39) destinations in the U.S. and Mexico, and as of March 3, 2014, ABIA has a nonstop flight to London. ABIA is currently in the process of expanding a section of the terminal to accommodate more travel that is international. In addition, ABIA has a terminal and apron expansion project underway to address the record number of passengers that will soon exceed the airport's capacity.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

ABIA is located approximately 8 miles southeast of Austin's business district. ABIA opened on May 23, 1999, and occupies 4,242 acres of land. ABIA is classified as a Medium Hub, Primary Commercial Service Airport, under the National Plan of Integrated Airport Systems. The ABIA terminal building is a multi-level facility with over 680,000 square feet of covered space, 24-second level gate areas with loading bridges, and one ground level gate for commuter airlines.

**3.0 Definitions**

- 3.1 ABIA: Austin Bergstrom International Airport
- 3.2 ABIA environmental policies: Appendix E of ABIA SWP3 online currently located here: <http://austintexas.gov/departments/storm-water-pollution-prevention-plan-abia> (or most current link).
- 3.3 ABIA sustainability: balance of customer and community values, operational excellence, economics, and environmental stewardship.
- 3.4 ABIA sustainable vision: to develop the airport in a way that meets the needs of the present without compromising the needs of future generations.
- 3.5 ANSI: American National Standards Institute.
- 3.6 Campus: areas of the airport controlled by the Department.
- 3.7 Cart: two (2) cubic yard metal containers currently used to collect waste and recyclables from the terminal chute rooms and apron; W100 parking lot; and towed by a tow-tractor "train style" to the compactor site to be emptied via tippers.
- 3.8 City: the City of Austin.
- 3.9 Collection sites: cart staging areas, trash chute rooms, dumpster areas, and compactor site/area.
- 3.10 Contractor: the successful proposer, includes subcontractor.
- 3.11 Department: the City of Austin, Department of Aviation.
- 3.12 Equipment: all equipment required to perform the work specified in this Scope of Work, including carts, dumpsters, compactors, tippers, tow-tractor, pressure-washer, and any other equipment needed to maintain cleanliness.
- 3.13 Non-secured area: areas on the airport campus or landside operations area that do not require a green Airport Security Badge.
- 3.14 Operational emergency: unplanned events such as bad weather resulting in delayed flights and an accumulation of waste or recycle in the terminal and on the terminal apron.
- 3.15 Organics: pre and post-consumer compostable waste, including, for example, kitchen scraps, napkins, and compostable products (napkins, utensils, can liners). Organic materials include yard trimmings, food scraps, wood waste, and food contaminated paper and paperboard products.
- 3.16 OSHA: Occupational Safety and Health Administration.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

- 3.17 Other waste: waste and recycle streams that are not part of the terminal or landside collection systems; includes regulated waste.
- 3.18 Recyclables: Material that has reached the end of its current use that can be processed into material utilized in the production of new products. Examples include, but are not limited to, beverage containers, newspaper, office paper, cardboard, steel cans, scrap metal, plastic film, electronics, appliances, etc.
- 3.19 Regulated Waste: waste that because of its properties is regulated by local, state or federal laws that govern collection, transport and disposal. Includes industrial waste; hazardous waste; special waste; universal waste; electronics waste; construction and demolition debris; spill residue; scrap tires; scrap metal; and recyclables not accepted in the "single stream" commingled recyclables (e.g. batteries).
- 3.20 Secured area: areas within the terminal or air operations area that require a green Airport Security Badge (see Section 6.1.2).
- 3.21 SPOC: single point of contact.
- 3.22 Tow-tractor: towing vehicle used to tow three (3) to four (4) carts between cart staging areas and the compactor site.
- 3.23 Waste: non-hazardous, non-industrial solid waste that meets the definition of Municipal Solid Waste defined by Texas Administrative Code Chapter 330.  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=30&pt=1&ch=330](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=30&pt=1&ch=330)

**4.0 Current Waste Management Program**

Current waste management services are described below.

**4.1 Service**

- 4.1.1 Two (2) cubic yard (CY) carts and four (4) compactors are used for waste and recycle collection and service for the passenger terminal facility. Refer to 4.2.1 – 4.2.3 for a description of the terminal locations. Three (3) to four (4) carts are pulled "train" style using a tug, and dumped into the compactors by using Wastequip tipplers. Terminal waste and recycle generation rates and current collection services are summarized in Attachment B. A facility layout figure is included in Attachment C.
- 4.1.2 Several landside locations have six (6) or eight (8) cubic yard front load dumpsters for waste and recycle. A twenty (20) CY roll off is used to collect waste generated from routine maintenance activities at the airport. Refer to 4.2.4 for a description of landside locations. Landside waste and recycle generation rates and current collection services are summarized in Attachment B. A facility layout figure is included in Attachment C.
- 4.1.3 Other waste and recycle streams that are not part of the terminal or landside collection systems, are collected at various locations across the campus. These waste and recycle streams include: industrial waste; hazardous waste; special waste; universal waste; electronics waste; construction and demolition debris; spill residue; scrap tires; scrap metal; and recyclables not accepted in the "single stream" commingled recyclables (e.g. batteries). Classification of waste streams, preparation of waste and recyclables for shipment, coordination and tracking of shipments, and tracking waste and recycle generation is currently done by the Department.



**Scope of Work**  
**Solicitation No. PAX0120**  
**Aviation Department Total Waste Management Services**

4.1.4 The Contractor has all permits and licenses necessary to perform tasks.

**4.2 Facility Layout**

**4.2.1 Terminal Ramp**

The passenger terminal facility currently has aircraft parking positions at twenty-five (25) gates (24 contact gates and 1 commuter). Waste and recyclable carts are located at or near the gates to be used by the airlines.

**4.2.2 Chute Rooms**

The waste and recyclables collected from inside the passenger terminal facility are dropped into chutes which empty into carts located at the apron level on the "secure" side. There are chute rooms located on the east and west ends of the passenger terminal facility; each chute room has one (1) trash chute and one (1) recycle chute, totaling four (4) chutes. A cart is positioned at each chute for deposition of bagged waste and recyclables. Additional carts are staged near the chute rooms so that there are replacement carts available when the carts are taken to the compactor. *Currently, there is no organics recycling in the terminal. However, organics diversion services will be needed.*

**4.2.3 W100 Parking Lot**

Waste and recyclables collected from the ticketing and baggage claim levels, prior to the security checkpoints ("non-secure" area), are handled separate from waste and recyclables generated in the "secure" area. As such, waste and recyclables generated from the "non-secure" area is deposited in 2-CY carts located in the W100 parking lot on the west end, in front of the terminal. The area is accessible from the compactor site.

**4.2.4 Landside Waste and Recycle**

There are ten (10) front load recycle dumpsters located at the following locations: the Department Planning and Engineering building, Parking Lot H, the Department Warehouse, the Department Communications Building, Airline Belly Freight, LSG SkyChefs, Bradford Logistics (two dumpsters), the Department Maintenance Complex, and Aircraft Rescue and Fire Fighting Station. Four (4) front load waste dumpsters are located at the following locations: the Department Planning and Engineering building, the Department Warehouse, the Department Communications Building, and the Department Maintenance Complex. In addition, a twenty (20) cubic yard roll off is located near the Department Motor Pool.

**4.3 Service Schedule and Response Time**

4.3.1 Equipment and collection services are being provided by the Contractor 365 days per year, with the exception of two (2) of the four (4) cart tippers which are provided by the City.

4.3.2 Additional servicing of carts, compactors and dumpsters outside scheduled collection is available upon request.

4.3.3 Work is performed between 4:00 am and 12:00 am.

4.3.4 Waste and recyclables are emptied prior to 12:00 am every day (i.e. carts are emptied close to the end of the shift to ensure full capacity of the carts is available the next morning).

4.3.5 Compactor or cart tippers are removed within forty-eight (48) hours of notification by the City.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

- 4.3.6 Waste and recycle compactors are emptied within twelve (12) hours of notification by the City.
- 4.3.7 Inoperable equipment is repaired or replaced within twenty-four (24) hours of notification by the City.
- 4.3.8 Emergency maintenance response time is one (1) hour between 8:00 am – 8:00 pm and two (2) hours for the remaining time.
- 4.3.9 Sufficient spare equipment is maintained to ensure uninterrupted delivery of service.

**4.4 Equipment**

- 4.4.1 Carts meet the following criteria:
  - 4.4.1.1 Clearly marked and uniform in construction and color.
  - 4.4.1.2 Equipped with tongue, which locks into position when raised to the vertical position and sets a brake.
  - 4.4.1.3 Ability to hook together and be towed "train" style.
  - 4.4.1.4 Equipped with permanently attached lids, which open automatically when elevated by the cart tipper.
  - 4.4.1.5 Durable enough to be towed at the minimum speed not less than 10 miles per hour.
  - 4.4.1.6 Emptied into compactors using a tipper.
  - 4.4.1.7 Sealed at the bottom and maintained to prevent leakage of liquids.
- 4.4.2 Compactors operate using existing facility configurations (i.e. access for trucks, overhead lines, location of power source, loading dock configurations, etc.).
- 4.4.3 Compactors continuously meet all applicable ANSI and OSHA standards.
- 4.4.4 Cart tippers and compactors are electrical and hydraulic powered.
- 4.4.5 The cart tow-tractor is a dedicated propane fueled powered vehicle.
- 4.4.6 The waste and recycle compactor capacities are maximized to ensure full compactors are picked up.
- 4.4.7 All equipment is maintained and repaired by the Contractor.
- 4.4.8 Sufficient spare equipment is maintained to ensure uninterrupted delivery of service.
- 4.4.9 The City is under no obligation to purchase but reserves the "right of first refusal" to procure from the Contractor at fair market value, any or all equipment used in the delivery of services under the Contract.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

**4.5     *Clean-up***

- 4.5.1   Collection sites, waste and recycle carts, dumpsters, compactors, and compaction containers are kept clean at all times.
- 4.5.2   Clean-up activities include picking up spilled waste and recyclables, sweeping, and pressure washing of collection sites.
- 4.5.3   Wash down activities are conducted in compliance with ABIA environmental policies.

**5.0     Facility Expansion**

**5.1     *East Infill (October 2015)***

A project is currently underway that will add approximately 55,000 square feet to the east end of the terminal. Another chute room will be added with the project. The chute room will have two (2) chutes, one (1) for trash; and one (1) for either recycle or organics. The chute room will collect waste and recyclables (or organics) from "secured" areas. The chutes will terminate into receptacles on the baggage claim level on the "non-secure" side. There is no access to the existing compactor site from this area. Therefore, dumpsters or a compactor will need to be provided for this area. The receptacles will need to be moved to dumpsters, or compactors. Tippers are needed to dump the material into the dumpsters or compactors.

**5.2     *Gate Expansion (Fall 2017)***

An upcoming gate expansion project will add approximately 70,000 square feet to the terminal, and seven (7) – eight (8) gates. One additional chute room may be included in this expansion project. Waste and recycle collection and service will be needed for the additional gates. The additional gates will be serviced in the same manner in which the existing gates are to be serviced.

**6.0     Tasks/Requirements**

**6.1     *Contractor's Minimum Qualifications***

**6.1.1   *Experience***

Contractor shall have provided services similar in scope to the Current Waste Management Program (Section 4.0) on a continuous basis in the most recent five (5) year period. If Contractor is subcontracting with other firms to provide services under this Contract, Contractor shall possess prior experience managing subcontractors.

6.1.2   Contractor and subcontractors will be required to comply with ABIA's Airport Security Plan, and obtain Airport Security Badges. To obtain an Airport Security Badge, the Contractor and subcontractors must be able to successfully complete the Criminal History Records Check and Security Threat Assessment process, as well as badge and security training. In addition, the Contractor will be required to obtain vehicle insurance, complete vehicle logo registration, and complete "non-movement area" drivers training. The Airport Security Specification is in Attachment D, Airport Security Requirements Specification 01555.

6.1.3   Contractor or subcontractor shall be able to obtain all permits and licenses necessary to perform the work.

**6.2     *Contractor's Responsibilities***

6.2.1   Services provided by Contractor shall improve upon the City's Current Waste Management Program (Section 4.0).

**Scope of Work**  
**Solicitation No. PAX0120**  
**Aviation Department Total Waste Management Services**

- 6.2.2 Contractor shall provide and service waste, recyclable, and organics collection dumpsters and compactors, compaction containers and cart tippers to include:
  - 6.2.2.1 Coordinate complete delivery, set up, and demonstrate the operation of all equipment.
    - 6.2.2.1.1 Contractor shall use uniform labeling of “recycling”, “organics”, and “landfill waste” containers, carts, and equipment to avoid cross contamination and add consistency of service.
    - 6.2.2.1.2 Contractor shall color code containers through label color, container lid, or container surface color to represent each material type: blue for recycling, green for organics, black for landfill waste. This is particularly important on compactors and hauling equipment to avoid cross contamination.
  - 6.2.2.2 Work plan to ensure uninterrupted delivery of service required including schedule of collection.
  - 6.2.2.3 Operational emergency response time of one (1) hour between 8:00 am – 8:00 pm and two (2) hours for the remaining time, per the request of the City.
  - 6.2.2.4 All equipment required to perform work including planned maintenance activities.
  - 6.2.2.5 Additional containers as needed for other waste and recycle streams (e.g. spill residue, industrial waste, special waste).
  - 6.2.2.6 Quarterly, or per the request of the City, clean-up of the following:
    - 6.2.2.6.1 Carts, compactors, dumpsters, and cart and dumpster staging areas and;
    - 6.2.2.6.2 Entire compactor site including the associated trench drain.
- 6.2.3 Contractor shall provide a quality control plan to ensure accuracy of data collected for reports (see Section 6.3 Reporting).
- 6.2.4 Waste and Recycle Program – Assist the City with managing industrial waste; hazardous waste; special waste; universal waste; electronics waste; construction and demolition debris; spill residue; scrap tires; scrap metal; and recyclables not accepted in the “single stream” commingled recyclables (e.g. batteries).
- 6.2.5 Organics Collection Program – Contractor shall work with the City to plan and implement an organics collection program at the terminal and landside City buildings.
- 6.2.6 Contractor shall provide the City with recommendations and implementation plan of a total waste management program that improves waste diversion, meets internal waste diversion goals, and complies with the most current City of Austin Universal Recycling Ordinance <http://austintexas.gov/uro>.
- 6.2.7 Contractor shall conduct a solid waste characterization (waste sort) of the terminal waste and recycle compactors within 6 months of contract start date.
- 6.2.8 Contractor shall provide a Single Point of Contact, who has full decision making authority under this contract.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

- 6.2.9 Contractor shall transport all waste, recyclables and organics to a local landfill, recycling or organics processing facility. For other waste (including regulated waste), Contractor shall give preference to local facilities when practicable.
- 6.2.10 Contractor shall dispose of all waste, recyclables, organics and regulated waste in compliance with all laws, ordinances, specifications, rules and regulations, for this service as established by the City of Austin, State of Texas, State Board of Health, U.S Environmental Protection Agency, and any other applicable federal, state, or local governmental provisions prevailing during the term of this agreement. Contractor shall comply with all applicable provisions of the City of Austin Universal Recycling Ordinance (URO) and any future amendments to the URO.
- 6.2.11 Contractor may be required to use equipment purchased by the City from the current Contractor.
- 6.2.12 Contractor shall service additional locations and provide additional equipment per the request of the City. These additions could be short term (special events or projects), long term, or permanent additions or relocations. Contractor shall provide the ability to add additional waste management programs per the request of the City. Such modifications shall be submitted through the contract administrator or his/her designee only and priced according to the prices listed in Attachment A.
- 6.2.13 Contractor shall perform the work between the hours of 4:00 am and 12:00 am.

**6.3 Reporting**

- 6.3.1 The Contractor shall submit to the City electronic reports on a schedule to be mutually agreed upon in writing by both parties. Contractor shall submit additional reports as requested by the City.
- 6.3.2 At minimum, reports shall include:
  - 6.3.2.1 Result of waste characterization (waste sort) of the terminal waste and recycle compactors.
  - 6.3.2.2 Equipment rental and services provided during the month, including weights for all waste, recycle, organics, and regulated waste removed from the campus.
  - 6.3.2.3 Diversion rates and detailed summary of all waste, recycle, and organics disposed or recycled.
  - 6.3.2.4 Description of any recycle loads rejected from the recycling facility due to contamination. Description shall include at minimum, weight, picture, and reason for rejection.
  - 6.3.2.5 Equipment evaluation, including the number of carts in service, description of equipment out of service, planned maintenance activities, estimated time of repairs, and a summary of any clean-up activities.
  - 6.3.2.6 Any improvements recommended by the Contractor to streamline the total waste management program.

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

**6.4 City's Responsibilities**

- 6.4.1 The City reserves the right to designate the time of day during which the Contractor may empty or replace compactors.
- 6.4.2 The City will approve all equipment to be used to perform the work.
- 6.4.3 The City will provide electrical power, connections and staging locations for equipment.
- 6.4.4 The City will provide an air-conditioned/heated break room for employees.
- 6.4.5 The City may purchase existing equipment from the current Contractor, which would be made available for services under the new Contract. This equipment, which would be in as-is condition, includes the following: forty (40) carts, one (1) tow-tractor, and two (2) tippers.

**7.0 Deliverables/Milestones**

<b>Milestone / Deliverables</b>	<b>Description of Contractor's Responsibilities</b>	<b>Timeline (due/completion date or reference date)</b>	<b>Performance Measures (Acceptance Criteria)</b>	<b>Contract Reference/ Section</b>
Provide equipment needed for services	<ul style="list-style-type: none"> <li>• Manufacture or purchase towable carts for terminal ramp, chute rooms, W100 parking lot, and East Infill, City to approve cart design</li> <li>• Purchase/install cart tippers</li> <li>• Order and deliver containers (carts, dumpsters, compactors) needed for servicing terminal and landside refuse and recyclables</li> <li>• Purchase alternative fuel tow tractor</li> </ul>	6 weeks after contract signed	Delivery and installation of adequate equipment	4.3.1
Employee Badging & Site Training	<ul style="list-style-type: none"> <li>• Employee badging, security training and non-movement area driver training</li> <li>• Airside vehicle insurance and logo registration</li> </ul>	1 month after contract signed	City approval	6.1.2
Provide waste diversion and "other" waste reporting	<ul style="list-style-type: none"> <li>• Generate reports that summarize waste and recycle (and organics) weights, diversion rates, monthly equipment rental, transport fee and tipping fee for the terminal and landside locations on a regular basis. Include to-date data.</li> <li>• Provide a summary report of any other wastes generated including</li> </ul>	1 month after contract signed	City approval of report format and content	6.3

**Scope of Work  
Solicitation No. PAX0120  
Aviation Department Total Waste Management Services**

	manifest. Use appropriate tracking method to demonstrate compliance with environmental laws.			
Assist the City with setting up an organics collection program	<ul style="list-style-type: none"> <li>Evaluate generation rates of organics generated from the terminal.</li> <li>Work with the City and terminal concessionaires to develop a feasible collection program.</li> </ul>	6 months after contract signed	Implementation and City evaluation of program.	6.2.5
Develop and implement a quality control plan to ensure accuracy of data	<ul style="list-style-type: none"> <li>Develop a plan that will ensure data collected for reports (e.g. waste, recycle and organics weights) are accurately measured and reported.</li> </ul>	1 month after contract signed	Implementation and City evaluation of plan.	6.2.3
Conduct solid waste characterization (waste sort) of terminal waste and recycle	<ul style="list-style-type: none"> <li>Develop a method for characterizing waste and recycle.</li> <li>Conduct a "waste sort" to identify a representative composition of materials in the waste and recycle streams.</li> <li>Prepare a report summarizing the findings, and make recommendations if possible on ways to improve waste diversion.</li> </ul>	6 months after contract signed	City approval of method; submission of report(s).	6.2.6 6.3
Conduct inventories of equipment and containers	<ul style="list-style-type: none"> <li>Conduct evaluation of equipment to determine if maintenance is needed. Evaluation should include all equipment.</li> <li>Provide a report to the City summarizing planned maintenance activities. Should include brief summary of any repairs needed, estimated time of repairs, and any cleaning of compactor site, compactor site drains, containers, dumpsters, etc.</li> </ul>	3 months after contract signed	Submission of report(s)	6.3



**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

**1. PROPOSAL FORMAT**

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original, and nine (9) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original."

The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Include with your proposal all documents as stated on page 2 of the Offer Sheet.

Use tabs to divide each part of your proposal.

Provide a Table of Contents.

Throughout proposal provide details, pictures, graphs, examples, and any additional information that you feel clearly demonstrates to the City your company's, program, solution, systems, experience, and complete understanding of the requirements of this Request for Proposal.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The Executive Summary shall specify which Operational Area(s) are being proposed.

The proposal itself shall be organized in the following format and informational sequence:

- A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Proposed Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your proposed solution. Provide details of how your organization will meet or exceed the requirements included in the RFP Scope of Work, include an explanation of why any exceptions were taken. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal
- C. **Program Plan**: Describe your plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment.

**1. Work/Task Plan**

- a. Describe your Work Plan for accomplishing the items under Contractor's Responsibilities (Scope of Work, Section 6.2). Break down tasks within the Work Plan according to the following:
  - Improve upon the City's Current Waste Management Program (Scope of Work, Section 4.0).
  - Provide and service waste, recyclable, and organics collection dumpsters and

**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

compactors, compaction containers, and cart dumpers (Scope of Work, Section 6.2.2, 6.2.10).

- Include equipment, scheduling, response time, maintenance activities, and clean-up for each task and type of collection.
- Provide a quality control plan (Scope of Work, 6.2.3)
- Assist the City in managing a waste and recycle program (Scope of Work, Section 6.2.4).
- Implement an organics collection program (Scope of Work, 6.2.5).
- Provide recommendations and implementation plan for a total waste management program that improves waste diversion and meets internal waste diversion goals (Scope of Work, Section 6.2.6)
- Conduct a solid waste characterization of the terminal waste and recycle compactors (Scope of Work, Section 6.2.7).
- Provide start-up and ongoing training on waste management processes and equipment to City employees.

**2. Workforce**

Describe your workforce as it relates to this Proposal. This should include but not be limited to a description of the following:

- a. Qualifications of Single Point of Contact (refer to Scope of Work, 6.2.8)
- b. The size and composition of your current workforce. Describe your staffing plan if workforce enhancements are needed to fulfill services required under the Scope of Work. Specify where subcontractors will be utilized.
- c. Training plan to ensure that the knowledge and skills of Contractor/subcontractor employees are up-to-date on waste management processes and equipment.

**3. Equipment**

Describe the equipment needed to fulfill Contractor's Responsibilities (Scope of Work, Section 6.2). The plan should detail the number of waste and recycle compactors, cart tippers, two cubic yard towable carts, two-tractor, and other equipment you plan to provide to the City. If you and/or your subcontractors do not currently possess the necessary equipment, describe your plan to acquire the equipment. Attachments A and B provide detail on equipment inventory of the current operation.

**4. Reporting**

Provide a sample of a paper copy of a typical electronic report(s) as described under Scope of Work, Section 6.3.

- D **Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. If partnerships/subcontractors are proposed, describe prior experience managing such relationships. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

- F. **Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
  - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:  
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
- H. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- I. **Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120

- J. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- K. **Cost Proposal:** To facilitate the comparison of proposal pricing by the City, Vendor is required to submit pricing in the format as outlined in Attachment A - Price Proposal Form.

Additionally, Vendor shall include price structure for services listed under Section 0500, Scope of work item 6.2, Contractor's Responsibilities and item 6.3, Reporting. Price structure should itemize details, such as category of personnel, estimated number of hours, hourly rate, supplies/materials, etc. Your method of costing may or may not be used but should be described. At minimum vendor shall provide price structure for the following items:

- Complete delivery, set up, and demonstrate the operation of all equipment (6.2.2.1)
- Operational emergency response time of one (1) hour between 8:00 am – 8:00 pm and two (2) hours (6.2.2.3)
- All equipment required to perform work including planned maintenance activities including additional containers as needed for other waste and recycle streams (e.g. spill residue, industrial waste, special wast. (6.2.2.4 and 6.2.5)
- Quarterly clean- up (6.2.2.6)
- Waste and Recycle Program (6.2.4)
- Organics Collection Program (6.2.5)
- Solid waste characterization of the terminal waste and recycle compactors (6.2.7)
- Reporting (6.3)
- Related training on waste management processes and equipment to City employees

2. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. **100 points.**

(1) Program Plan, Concept and Solutions Proposed - Responsiveness to and understanding of requirements, terms and conditions. **(40 Points)**

(2) Background, Qualifications, Prior Experience of the Similar Size and Scope **(15 Points)**

**CITY OF AUSTIN  
PURCHASING OFFICE  
AVIATION DEPARTMENT TOTAL WASTE MANAGEMENT  
SOLICITATION NUMBER: PAX0120**

(3) Cost per Attachment A **(25 Points)**

(4) Equipment **(10 Points)**

(5) Local Business Presence **(10 points)**

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.



**ADDENDUM  
REQUEST FOR PROPOSAL  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0120**

**Addendum No: 1**

**Date of Addendum: December 23, 2014**

This addendum is incorporating the following change, questions, and answers to the above-referenced IFB.

- 1.0 (Q) Would the Contractor be expected to provide all labor to collect and transport from the secured areas of the airport to the compactor location on the land side?  
(A) Yes.
- 2.0 (Q) Does this solicitation have assigned sub-contracting goals for minority businesses?  
(A) No, the City has established that there are no M/WBE subcontracting goals for this solicitation; however, per the Offer Sheet:

**I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.**

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

  
Sai Xoomsai, Senior Buyer Specialist  
Purchasing Office

12/23/14  
Date

ACKNOWLEDGED BY:

Texas Disposal Systems   
Vendor Name Authorized Signature

1/14/15  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.**



**ADDENDUM  
REQUEST FOR PROPOSAL  
CITY OF AUSTIN, TEXAS**

---

**RFP: PAX0120**

**Addendum No: 2**

**Date of Addendum: December 31, 2014**

---

This addendum is incorporating the following change to the above-referenced RFP.

- 1.0 Section 0400 Supplemental Purchase Provisions , Item 7 Living Wages is hereby deleted in its entirety and replaced with the following:

**7. LIVING WAGES (applicable to procurements involving the use of labor):**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$11.39 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.39 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm)
- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

12/31/14

ACKNOWLEDGED BY:

Texas Disposal Systems  
Vendor Name

[Signature]  
Authorized Signature

1/14/15  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer**





**ADDENDUM  
REQUEST FOR PROPOSAL  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0120**

**Addendum No: 3**

**Date of Addendum: December 31, 2014**

This addendum is incorporating the following change, questions, and answers to the above-referenced RFP.

**1.0 Section 0500 Scope of Work, Item 4.1.1**

1.1 (Q) What is the detailed specification for the current tugs and two (2) cubic yard containers in use?

(A) Tug must have a towing capacity of at least 2,000 pounds. Current tugs used are TUG Technologies Corp. brand, MA model. Information is available on TUG Technologies Corp. website: <http://www.tugtech.com/tugproducts/tug-tow-tractors/ma/#tab-1>

Two (2) cubic yard containers general dimensions are: 33.5" high x 71" long x 35" wide. Top has a hinged lid that is 55" long by the width of the cart (33.5"). Pictures are below:



- 1.2 (Q) Are electrical tugs recommended by the City? If yes, will the City pay for power? If no, will the City refuel the Contractor's tug on site?  
 (A) Yes, electrical tugs are preferred or another alternate fueled tug if available. The City would pay for electrical power, but would not refuel. GNC and propane stations are located onsite. Currently ABIA's GSE refueler fuels the contractor's tug (diesel). Contractor pays for this service.
- 2.0 Section 0500 Scope of Work, Item 4.1.3, 62.4, 6.2.9, and 6.3.2.2
- 2.1 (Q) Will the Contractor be responsible for the transport, weighing, and reporting for each regulated waste type? (e.g. industrial, hazardous, electronics)  
 (A) Yes, the Contractor is responsible for the disposal process including profiling, weighing, tracking and reporting; or the Contractor is responsible for overseeing these tasks if performed by an approved disposal Contractor. The Contractor is responsible for coordinating disposal tasks with the approved disposal Contractor.
- 2.2 (Q) Will the classification of waste streams, preparation for shipment, coordination and tracking continue to be conducted by the Department or by the contractor?  
 (A) These tasks shall be done by the Contractor with assistance from the City as needed (e.g. providing a staging area for pick up). The City will notify the Contractor when wastes need to be disposed. The Contractor shall assist the City with ensuring wastes are disposed of within regulated time frames (e.g. universal waste shipped within one year).
- 2.3 (Q) Can the City define "spill residue"?  
 (A) Spill residue is define as typically either clay absorbent (kitty litter) or contaminated soil. It may also include rags. Spills primarily consist of motor oils, fuel, and hydraulic oil.
- 3.0 Section 0500 Scope of Work, Item 4.3.3
- 3.1 (Q) If the City expands the hours of the day for which the Contractor must provide on-site staff, will the Contractor be able to pass on the increased costs to the City?  
 (A) Permanent expanded hours would require a contract amendment. As stated in 4.3.2, additional servicing outside of the scheduled collection is being provided. Contractor should account for this in the proposal. As stated in 6.2.2.3, operational emergency response time should be provided. This would be, for example, if a cart was overflowing due to unplanned circumstances (a significant amount of flight delays or diverts from other airports due to weather). Also, as stated in 6.2.12, Contractor shall service additional locations and provide additional equipment per the request of the City. This may be, for example, for planned circumstances such as an Austin event (South-by-Southwest, ACL, Formula 1) or a special project such as "spring cleaning" project.
- 3.2 (Q) What are the hours of operation for the restaurants / stores on the airside of the ABIA?  
 (A) 4:30am – 9-9:30pm; sometimes later due to flight delays.
- 4.0 (Q) Section 0600 Proposal Preparation Instructions and Evaluation Factor, Item 1, Page 1, could the City define what "Operational Area(s)" mean?  
 (A) Operational Area refers to the specific part of ABIA's facility where waste management services are needed. E.g. parking lot, chute rooms, terminal ramps, etc.
- 5.0 (Q) What are the weights for the compactors during the same time period under Attachment B?  
 (A) The average monthly waste and recycle weights provided in Attachment B, 1(a) are for the compactors. These are the average total weights for the month for both waste and both recycle compactors.
- 6.0 (Q) Will there be additional opportunities before the proposal deadline to view equipment that is currently on airside?  
 (A) Carts located airside (in the chute room and at airline gates) were viewed during the November 18, 2014 pre-bid meeting/tour. There are no additional tours scheduled at this time..

- 7.0 (Q) Does one entity manage all of the restaurants / stores on the secured side? If yes, will there be an opportunity for diversion training all on-site staff at these locations?
- (A) Restaurants and stores (concessionaires) are mostly managed by two entities, with a few independent operators. The Department is requesting the Contractor to provide training to City (Department) staff. This may require training sessions at multiple times due to the three shifts. Additional training may be needed for concessionaire staff. The Department will help coordinate training sessions with the Department and concessionaire staff.
- 8.0 (Q) Does the City intend to purchase / own any existing equipment? If so, is it the contractor's responsibility to maintain this equipment?
- (A) The Department has not made a decision on this yet. If the Department does purchase the equipment, the Contractor will be required to maintain it.
- (Q) Will the ABIA allow for storage capacity for contractor use? (e.g. extra tug, compostable bags – A/C required)
- (A) The City provides an air conditioned/heated break room including a microwave, sink, table and chairs next to the compactor site (landside on Spirit of Texas Dr.). Bathrooms and water fountains are available on the ramp and in the terminal. Personal vehicles can be parked at the compactor site. Tugs can be stored at the compactor site. Compostable bags can be stored in the terminal within the Department Facilities Services area.
- 9.0 (Q) Pending approval of background checks, would the Contractor have final approval on who is hired?
- (A) The Contractor will have the final approval on who is hired as a Contractor employee.
- 10.0 (Q) What is the standard starting rate for a custodial / housekeeping employee who has passed a 20 year background check?
- (A) The Building and Grounds Assistants are budgeted at \$13.04 per hour with a minimum of 10 years background check and meeting all minimum qualifications and experience.
- 11.0 (Q) Is the Contractor responsible for recruiting cost for employees and cost for background checks and badging?
- (A) The contractor is responsible for background check and badging costs at \$78.00 per badge/employee
- 12.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

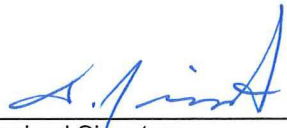
APPROVED BY:

  
Sai Xoomsai, Senior Buyer Specialist  
Purchasing Office

Date

ACKNOWLEDGED BY:

  
Vendor Name

  
Authorized Signature

  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer**





**ADDENDUM  
REQUEST FOR PROPOSAL  
CITY OF AUSTIN, TEXAS**

**RFP: PAX0120**

**Addendum No: 4**

**Date of Addendum: January 7, 2015**

This addendum is incorporating the following change, question, and answer to the above-referenced RFP.

- 1.0 Attachment A, Comparison Price Proposal Form
- "Equipment – Terminal" has been changed to "Equipment **Rental Fee** – Terminal"
  - "Estimated Quantity (**Annually**)" has been changed to "Estimated Quantity (**Monthly**)"
- 2.0 (Q) How was attachment B, item C, number of day shift personal and night shift personnel provided by the City verified?
- (A) The number was provided by the current Contractor.
- 3.0 (Q) Attachment A, Comparison Price Proposal. What is an "electric assist for moving carts" at the East Infill? Is this an electric pallet jack or fork lift?
- (A) It could be either. The Contractor will need something to move the carts from where they are under the trash/recycle chutes, to a dumpster. If the carts are light enough, a person might be able to physically move it without needing electric pallet jack or fork lift.
- 4.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.

APPROVED BY:

  
Sai Xoomsai, Senior Buyer Specialist  
Purchasing Office

01/07/2015  
Date

ACKNOWLEDGED BY:

  
Vendor Name

  
Authorized Signature

1/14/15  
Date

**RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer**



**ADDENDUM  
REQUEST FOR PROPOSAL  
CITY OF AUSTIN, TEXAS**

---

**RFP: PAX0120**

**Addendum No: 5**

**Date of Addendum: January 14, 2015**

---


This addendum is incorporating the following change, question, and answer to the above-referenced RFP.

1.0 The Proposal Closing Time and Date has been extended to Wednesday January 21, 2015 at 2:00 pm, local time.

2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Request for Proposal.


APPROVED BY:

  
Sai Xoomsai, Senior Buyer Specialist  
Purchasing Office

01/14/2015  
Date

ACKNOWLEDGED BY:

  
Vendor Name

  
Authorized Signature

1-20-2015  
Date

**RETURN A COPY OF THIS ADDENDUM** to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes   X   If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Texas Disposal Systems  
Company Name

A. J. Miller  
Name and Title of Authorized Representative (Print or Type)

Thomas J. Mister COO/CEO  
Signature

1/14/15  
Date



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	TEXAS DISPOSAL SYSTEMS, INC.		
Address	12200 CARL ROAD		
City, State Zip	CREEDMOOR, TX 78610		
Phone	(512) 421-1333	Fax Number	(512) 421-1325
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Thomas J. Mistler, COO/CFO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>	Tradebe		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Paul Foster	Phone Number:	(219) 397-3951
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Light bulbs, crushed bulbs, Hazardous, Class 1		

<b>Sub-Contractor/Consultant</b>	H & H Oil Recovery		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Calvin Heine	Phone Number:	(512) 990-1823
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Oil		

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	TEXAS DISPOSAL SYSTEMS, INC.		
Address	12200 CARL ROAD		
City, State Zip	CREEDMOOR, TX 78610		
Phone	(512) 421-1333	Fax Number	(512) 421-1325
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Thomas J. Mistler, COO/CFO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>	Air Cycle Corporation		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Norm Ege	Phone Number:	(708) 223-1052
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Light bulbs		

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_





**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Sai Xoomsai Purcell, Senior Buyer Specialist  
**DATE:** 10/30/2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. PAX0120

Project Name: Total Waste Management

Commodity

Code(s): 96141

Estimated Value: \$ 1,000,000 annually

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The City of Austin (City) seeks proposals from interested parties to provide total waste management services for the Department of Aviation (Department) at multiple locations at the Austin-Bergstrom International Airport (ABIA) campus.

The goal of the Total Waste Management program is to improve upon the Department's current waste management services and incorporate additional waste types to form a comprehensive program. The successful proposer (Contractor) will provide all equipment and be responsible for the management of all waste collection including solid waste, recyclables, organics, and regulated waste on the ABIA campus. The Contractor will also provide consultation and implementation on streamlining and improving waste management practices. The Department anticipates the Contractor will work as a team with the Department and ABIA tenants to provide total waste management services as well as support ABIA's sustainable vision.

The Departmental Point of Contact is: Carrie Stefanelli at Phone: (512) 530-6628

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4016

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

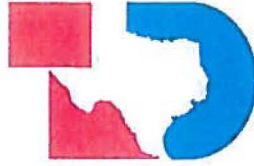
This determination is based on the following reasons: Insufficient scopes of work.

  
Veronica Lara, Director

Date: 11-17-14

cc: Lorena Resendiz

Revised 6-7-13



**TEXAS DISPOSAL SYSTEMS**

#### **MBE and MWE Good Faith Efforts Documentation**

TDS contacted each of the providers listed by the Small & Minority Business Resources Department (SMBR) through the City of Austin at 512-974-7600 for the Total Waste Management proposal. (See document attached as received from Mariza Aldrete on 12/31/14). Each entity was emailed (or called if no email was provided) between 1/5/15 and 1/6/15. Two entities that were non-responsive via email were also called on 1/12/15. The remaining providers were reviewed by TDS. None offered the services TDS was unable to offer or were chosen to perform required duties.

## PAX0120 Total Waste Management

Vendor Code	M/WBE	G	Ethnicity	Vendor Name	Vendor DBA	Address	City	State	Postal Code	Location	Phone	Fax	Email
BAE7086810	WDB	F	Caucasian	BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC		7756 Northcross Dr Ste 211	Austin	Tx	78757-1725	AU	512-453-3733	512-453-3316	tbaer@BaerEng.com
V00000910853	MWDB	F	African American	Brooks Environmental Service Technicians LLC		11903 Coit Rd # 3204t	Dallas	Tx	75251	TX	3146577926	3143899801	bestllc@sbcglobal.net
V00000907816	MWB	F	African American	COLISHA DEVORE	QUICK RESPONSE CLEANING AUSTIN	12931 Heyerdahl Dr	Austin	Tx	78753	AU	5126239481		qrcservice@gmail.com
V00000908664	WB	F	Caucasian	Cook-Joyce, Inc.		812 W. 11th Street	Austin	Tx	78701	AU	512-474-9097 2494		elizabeth.rabaey@cook-joyce.com
V00000911975	WB	F	Caucasian	Emergency Cleaning Solutions	Emergency Cleaning Solutions	2902 Briarcroft St	San Antonio	Tx	78217	TX	512-382-7243	5123519156	shipleycs@gmail.com
GRE8304338	WDB	F	Caucasian	GREEN PLANET INC		6371 Hwy 276 W	Royse City	Tx	75189-5204	TX	972-636-1515	972-636-3948	HAICHA@GREENPLANETINC.COM
VS0000008262	WB	F	Caucasian	Gainco, Inc.		P.O. Box 309	Portland	Tx	78374	TX	361-643-4378		
MAG7154875	MDB	M	Hispanic	MAGNACORE DRILLING & ENVIRONMENTAL SERVICES INC		906 W Mcdermott Dr #116-313	Allen	Tx	75013	TX	972-881-7200	972-881-7299	CEDRIC@MAGNACORE.NET
VS0000017547	WDB	F	Caucasian	MEDINA CONSULTING COMPANY INC		6391 Dezavala Rd, Ste 113	San Antonio	Tx	78249	TX	210-694-4545	210-694-4577	kmcgookey@medinacci.com

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS FORM**

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No \_\_\_\_\_ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes   X   If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Texas Disposal Systems  
Company Name

A. J. [Signature]  
Name and Title of Authorized Representative (Print or Type)

Thomas J. Misiter COO/CEO  
Signature

1/14/15  
Date



**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	TEXAS DISPOSAL SYSTEMS, INC.		
Address	12200 CARL ROAD		
City, State Zip	CREEDMOOR, TX 78610		
Phone	(512) 421-1333	Fax Number	(512) 421-1325
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Thomas J. Mistler, COO/CFO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor/Consultant</b>	Tradebe		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED		
Vendor ID Code			
Contact Person	Paul Foster	Phone Number:	(219) 397-3951
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Light bulbs, crushed bulbs, Hazardous, Class 1		

<b>Sub-Contractor/Consultant</b>	H & H Oil Recovery		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input checked="" type="checkbox"/> NON-CERTIFIED		
Vendor ID Code			
Contact Person	Calvin Heine	Phone Number:	(512) 990-1823
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Oil		

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)  
PROCUREMENT PROGRAM  
NO GOALS UTILIZATION PLAN**  
(Please duplicate as needed)

SOLICITATION NUMBER: RFP PAX0120

PROJECT NAME: TOTAL WASTE MANAGEMENT SERVICES

**PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	TEXAS DISPOSAL SYSTEMS, INC.		
Address	12200 CARL ROAD		
City, State Zip	CREEDMOOR, TX 78610		
Phone	(512) 421-1333	Fax Number	(512) 421-1325
Name of Contact Person			
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Thomas J. Mistler, COO/CFO

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

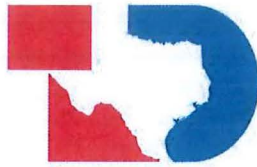
<b>Sub-Contractor/Consultant</b>	Air Cycle Corporation		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input checked="" type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Norm Ege	Phone Number:	(708) 223-1052
Amount of Subcontract	\$ Unknown		
List commodity codes & description of services	Light bulbs		

<b>Sub-Contractor/Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/>	Ethnic/Gender Code:	<input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



**TEXAS DISPOSAL SYSTEMS**

#### **MBE and MWE Good Faith Efforts Documentation**

TDS contacted each of the providers listed by the Small & Minority Business Resources Department (SMBR) through the City of Austin at 512-974-7600 for the Total Waste Management proposal. (See document attached as received from Mariza Aldrete on 12/31/14). Each entity was emailed (or called if no email was provided) between 1/5/15 and 1/6/15. Two entities that were non-responsive via email were also called on 1/12/15. The remaining providers were reviewed by TDS. None offered the services TDS was unable to offer or were chosen to perform required duties.



## PAX0120 Total Waste Management

Vendor Code	M/WBE	G	Ethnicity	Vendor Name	Vendor DBA	Address	City	State	Postal Code	Location	Phone	Fax	Email
BAE7086810	WDB	F	Caucasian	BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC		7756 Northcross Dr Ste 211	Austin	Tx	78757-1725	AU	512-453-3733	512-453-3316	tbaer@BaerEng.com
V00000910853	MWDB	F	African American	Brooks Environmental Service Technicians LLC		11903 Coit Rd # 3204t	Dallas	Tx	75251	TX	3146577926	3143899801	bestllc@sbcglobal.net
V00000907816	MWB	F	African American	COLISHA DEVORE	QUICK RESPONSE CLEANING AUSTIN	12931 Heyerdahl Dr	Austin	Tx	78753	AU	5126239481		qrcservice@gmail.com
V00000908664	WB	F	Caucasian	Cook-Joyce, Inc.		812 W. 11th Street	Austin	Tx	78701	AU	512-474-9097 2494		elizabeth.rabaey@cook-joyce.com
V00000911975	WB	F	Caucasian	Emergency Cleaning Solutions	Emergency Cleaning Solutions	2902 Briarcroft St	San Antonio	Tx	78217	TX	512-382-7243	5123519156	shipleyecs@gmail.com
GRE8304338	WDB	F	Caucasian	GREEN PLANET INC		6371 Hwy 276 W	Royse City	Tx	75189-5204	TX	972-636-1515	972-636-3948	HAICHA@GREENPLANETINC.COM
VS0000008262	WB	F	Caucasian	Gainco, Inc.		P.O. Box 309	Portland	Tx	78374	TX	361-643-4378		
MAG7154875	MDB	M	Hispanic	MAGNACORE DRILLING & ENVIRONMENTAL SERVICES INC		906 W Mcdermott Dr #116-313	Allen	Tx	75013	TX	972-881-7200	972-881-7299	CEDRIC@MAGNACORE.NET
VS0000017547	WDB	F	Caucasian	MEDINA CONSULTING COMPANY INC		6391 Dezavala Rd, Ste 113	San Antonio	Tx	78249	TX	210-694-4545	210-694-4577	kmcgookey@medinacci.com

## OUR HISTORY



In 1977, brothers Bob and Jim Gregory founded Texas Disposal Systems, Inc. (TDS) with \$10,000, one customer, one truck and plenty of determination. Building on a deep commitment to customer satisfaction and environmental preservation, TDS has become the largest independently owned solid waste collection and disposal company in Central Texas and one of the largest in the nation, offering a variety of services.

TDS now has offices in Austin, San Antonio, Georgetown, Alpine, Sealy, as well as the TDS landfill, recycling and compost facility located in southeast Travis County, approximately 15 miles southeast of downtown Austin. TDS has continued its growth in more than 35 surrounding counties in Central Texas, working with businesses of all sizes, governmental entities, educational facilities, entertainment venues, homeowners' associations (HOAs), area municipal utility districts (MUDs) and individual rural property owners.

The landfill is the state's first totally integrated facility of its kind, incorporating solid waste disposal, compost production, and recycling operations from inception. Texas Organic Products (TOP), a large-scale composting and soil blending operation, was established in 1997. TDS expanded operations into San Antonio in 1995, into Georgetown in 1998 and into Alpine in 2007. TDS acquired Garden-Ville in 2001 as a retail center for the compost products made at the various facilities, widely used by landscape professionals and home gardeners. TDS also operates four transfer stations that accept solid waste and recyclables, as well as market organic products.

TDS is still family owned today. After growing up in the business, Bob and Jim's children have moved into integral company roles.



TEXAS DISPOSAL SYSTEMS

To find out more about Texas Disposal Systems, please visit  
[www.texasdisposal.com](http://www.texasdisposal.com)



## COMMERCIAL SOLUTIONS



Texas Disposal Systems is proud to offer more than the basic dumpster service. We offer flexible size and scheduling options for our customers, and so much more. Our expert representatives work with each customer to tailor the best resource recovery solution for them. As a company with over 35 years of experience we have the knowledge that each business needs in order to create a successful diversion program. We have customized programs which share this knowledge through the services that we provide.

We feel it's important to consider all facets of a diversion program. We work with our customers to determine the best indoor and outdoor containers based on each unique situation. Our services include a waste audit to understand the refuse streams and build a comprehensive program based on the current disposal trends, as well as extensive training for staff members and educational materials for ongoing training. We continue to monitor and adjust the program as necessary, providing reporting, education and materials that can be used to ensure success.

### Program Features:

- Detailed assessment of your waste stream requirements and customized plan of action
- 24 hour dispatch and pickup/delivery service
- Trash, recycling, and composting options
- Detailed tracking and reporting to satisfy government requirements



TEXAS DISPOSAL SYSTEMS

For a free consultation with a Commercial Solutions Specialist, please contact  
**800.375.8375** or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)





Texas Disposal Systems opened the state's first totally integrated landfill in 1991, incorporating solid waste disposal, recycling, brush grinding and composting. Located in Southeast Travis County, the Texas Disposal Systems Landfill, Inc. (TDSL), is an approximately 2,000-acre facility containing landfill, recycling, composting and ranching operations.

The TDS landfill is open to the public six days per week, processing between 2,000 and 3,000 tons of solid waste per day. Currently, TDS operations in Central Texas divert approximately 150,000 tons of waste per year from landfill disposal. TDSL is operated under Texas Commission on Environmental Quality (TCEQ) permit #2123, the first permit ever issued in Texas for a totally integrated landfill. The extensive permitting process took approximately 30 months, including a portion of the time devoted to land-use. The impact the site would have on a community and groups of property owners and individuals was considered in terms of compatibility of land use, local zoning, community growth patterns and other factors associated with the public interest. The regulatory permitting agency, the Texas Department of Health, determined that the TDSL development was an appropriate use for the land and that the facility, operated as permitted, would not adversely affect the area or adjacent homeowners. The land surrounding TDSL is used primarily for agricultural purposes as well as rural home sites.

Today, TDS is still just as dedicated to upholding the commitment we made to our community and neighbors as we were more than 20 years ago.



TEXAS DISPOSAL SYSTEMS

For more information about the TDS Landfill, please contact

**800.375.8375** or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



## RECYCLING



Recycling with Texas Disposal Systems couldn't be easier. Our Single Stream recycling program allows residents to recycle more materials than most other programs, and those materials are processed onsite at the TDS Materials Recovery Facility (MRF).

In October of 2010, TDS accepted its first load of Single Stream recyclables through its one of a kind MRF, which is the heart of the 210 acre TDS Eco-Industrial Park. The MRF is a 107,000 square foot structure with two sorting systems with mechanical, manual, and electronic sorters tied together by a series of conveyors, breakers, and balers which process more than 25 tons of unseparated recyclables per hour.

Recyclable materials are brought in by TDS' own collection trucks, as well as other haulers, like the City of Austin. The recyclables are processed at the TDS MRF, which is currently running two shifts and has created more than 80 green jobs. Once processed these materials are packaged for resale as new manufacturing "feedstock" for products made from recycled materials. The TDS MRF accepts more materials than any other MRF with the acceptance of aseptic, gable-top containers and the Bag-the-Bag program.



TEXAS DISPOSAL SYSTEMS

For a free consultation with a Recycling Specialist, please contact  
800.375.8375 or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



## COMPOSTING



TDS began diverting compostable material from its landfill in 1991. Through Texas Organic Products (TOP), the composting division adjacent to our landfill working face, we make it convenient for customers to divert untreated lumber, brush and food waste materials for composting as part of our commitment to divert as much as possible from the landfill stream. We offer composting solutions to both residential and commercial customers.

Commercial customers such as Samsung, Dell Diamond, ACL, SXSW, local schools and restaurants have utilized our compost service for maximum diversion. Our experts go beyond setting up your pickup schedule. We will help choose the right containers to fit business needs, not just outside for removal, but inside facilities as well. Additionally, we train staff members and provide educational material so customers can make the most of their composting program.

TDS was the first company in central Texas to offer curbside composting service to residents, beginning in 2009. Residents of these participating communities have seen diversion rates of up to 87% citywide. As part of a three-cart system for maximum diversion, residents can put grass, leaves, small branches and soiled paper products into their compost cart.



TEXAS DISPOSAL SYSTEMS

For more information about Composting, please contact

800.375.8375 or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



## ROLL-OFF DUMPSTERS



Waste volume can be enormous, so Texas Disposal Systems offers Roll-Off Service customizable for almost any business or residential need. We deliver clean, well-kept containers of a size and style appropriate to your project. We pick up on a schedule that makes sense to you. Compactors are available for businesses to maximize capacity and minimize pickups.

Many municipalities in Texas are instituting new rules reducing business impact on landfills, either by recycling or composting – or both. We can designate separate roll-offs for sorting recyclables or organic waste from trash. TDS can simplify responsibility by tracking how much your business diverts and creating the reports local governments require. Residents and businesses with limited space can use one of our mini roll-offs. They take less space in your parking lot and are shorter so they're easier to load. They're perfect for homeowners, residential demolition, apartment complexes, landscapers, schools and churches, providing a great solution for heavy or bulky items.

Through our Roll-Off Service, TDS provides a complete, detailed assessment of your waste stream requirements and a customized plan of action, clean roll-off containers delivered and placed according to your direction, scheduled pickup service and tracking and reporting to satisfy government requirements. Our local, responsive customer service team will assist you in choosing the best container for your project from our variety of container sizes and configurations.

---

### Program Features:

- Recycling and composting options
- Tracking and reporting to satisfy government requirements
- Various container sizes available



TEXAS DISPOSAL SYSTEMS

For a free consultation with a Roll-Off Dumpster Specialist, please contact  
**800.375.8375** or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



## GREEN BUILDER SOLUTIONS



Construction and demolition contribute largely to the landfill stream, and only 50% of the 1.5-million tons of demolition materials generated in Texas each year are recycled (according to a 2003 U.S. Environmental Protection Agency study).

At Texas Disposal Systems we've responded with the TDS Green Builder Program, through which local contractors and renovation firms can divert at least half of their projects' waste from the landfill. TDS provides builders a complete assessment of waste stream requirements and a customized plan of action, including a design for a safe, secure job-site separation area, training and materials for separation procedures, transportation and service of materials and project-long monitoring and reporting required for certification. TDS also provides a hands on approach for those job sites that do not have the room for multiple containers by offering a service to sort materials that have been co-mingled at the job site.

TDS repurposes almost all construction waste materials: wood, concrete, metal, sheetrock, brush and most organic materials. TDS maintains the state-certified scale to measure materials diverted and can provide the documentation builders need to be rated a Green Builder under the Austin Energy Green Builder program and to achieve LEED certification through the U.S. Green Building Council. It's a win-win situation for builders and the environment.

---

### Program Features:

- Customized plan of action
- Training for employees and subcontractors
- Detailed reporting



TEXAS DISPOSAL SYSTEMS

For a free consultation with a Green Builder Specialist, please contact  
**800.375.8375** or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



## EVENT VENUE SOLUTIONS



Your revenue shouldn't be the only green part of your facility! Texas Disposal Systems can help you rethink green with our comprehensive venue recycling and composting program. We build a program from production to final disposal that helps reduce the waste stream, and then manage it in the greenest way possible.

TDS has a proven record of making stadiums, entertainment venues and events eco-friendly through recycling and composting options. We take the time to address what is going in the waste stream, help plan to reduce the amount of waste and then responsibly manage the resources from each stream. Reporting options are available to help advertise your green initiative. Sporting stadiums, races, concert halls and other venues have been partnering with TDS for years to offer their guests options and lead the way to waste diversion.

### Program Features:

- Trash, Recycling, and Compost
- Eco-Stations make it easier for the consumer to divert materials
- Consulting with your food service vendors to help maximize the amount of materials able to be diverted
- Training for your staff so they're equipped to answer questions about accepted materials

### A few of our partners include:

- Dell Diamond and The Round Rock Express
- Circuit of the Americas
- Austin City Limits Music Venue



TEXAS DISPOSAL SYSTEMS

For a free consultation with a Event Venue Diversion Specialist, please contact  
**800.375.8375** or **[solutions@texasdisposal.com](mailto:solutions@texasdisposal.com)** | **[www.texasdisposal.com](http://www.texasdisposal.com)**



## COMMUNITY RECOGNITION



The awards below best highlight our commitment and dedication, and represent our company goals. While we aren't in the business for awards, we sincerely appreciate the recognition of our hard work.

### Recognition:

- 2013: Ebby Halliday and Maurice Acers Business/Industry Award - 1st place in state, Keep Texas Beautiful
- 2013: Ethics Award for Large Business, RecognizeGood
- 2009: Business of the Year, South Austin Civic Club
- 2009: 1st Place Nationally for Fleet Safety, American Trucking Association
- 2008: Christo Kaiser Conservation Award, Safari Club International Austin
- 2008: Best Landfill in North America, SWANA
- 2002: Environmental Vision Award, Recycling and Waste Minimization, Austin Sustainable Business Council
- 2002: National Award for Outstanding Market Development, National Recycling Coalition, Washington, DC
- 2002: Texas Environmental Excellence Award, Small Business, Governor Rick Perry and Texas Natural Resource Conservation Commission
- 1998: City of Austin Environmental Awareness Award, Private Enterprise Award, City of Austin Solid Waste Services
- 1997: First Place Recycling and Composting Award, Recycling Coalition of Texas



TEXAS DISPOSAL SYSTEMS

For a complete list of our community recognition, please contact  
800.375.8375 or [solutions@texasdisposal.com](mailto:solutions@texasdisposal.com) | [www.texasdisposal.com](http://www.texasdisposal.com)



**TO:** Veronica Lara, Director  
Department of Small and Minority Business Resources

**FROM:** Sai Xoomsai Purcell, Senior Buyer Specialist  
**DATE:** 10/30/2014

**SUBJECT:** Request for Determination of Goals for Solicitation No. PAX0120

Project Name: Total Waste Management

Commodity

Code(s): 96141

Estimated Value: \$ 1,000,000 annually

**Below are scopes of work for this project as determined by the Purchasing Office and Department that are contained in this solicitation.**

The City of Austin (City) seeks proposals from interested parties to provide total waste management services for the Department of Aviation (Department) at multiple locations at the Austin-Bergstrom International Airport (ABIA) campus.

The goal of the Total Waste Management program is to improve upon the Department's current waste management services and incorporate additional waste types to form a comprehensive program. The successful proposer (Contractor) will provide all equipment and be responsible for the management of all waste collection including solid waste, recyclables, organics, and regulated waste on the ABIA campus. The Contractor will also provide consultation and implementation on streamlining and improving waste management practices. The Department anticipates the Contractor will work as a team with the Department and ABIA tenants to provide total waste management services as well as support ABIA's sustainable vision.

The Departmental Point of Contact is: Carrie Stefanelli at Phone: (512) 530-6628

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 512-972-4016

☐ **Approved w/ Goals**

☒ **Approved, w/out Goals**

Recommend the use of the following goals based on the below reasons:

a. Goals: ☐ % MBE ☐ % WBE

b. Subgoals ☐ % African American ☐ % Hispanic

☐ % Native/Asian American ☐ % WBE

This determination is based on the following reasons:

Insufficient scopes of work.

Veronica Lara, Director

Date: 11-17-14

cc: Lorena Resendiz

Revised 6-7-13



# City of Austin Department of Aviation Austin-Bergstrom International Airport

Presentation for Total Waste Management Services  
PAX0120

March 4, 2015

# Team Members

## Texas Disposal Systems (TDS) Headquarters Personnel

Sales	Operations	Finance	Maintenance	Corporate
<b>Rick Fraumann</b> Director of Sales	<b>Suzanne Zarling</b> Director of Operations	<b>Eric Hise</b> Pricing Analyst	<b>Harold Graves</b> Director of Maintenance	<b>Adam Gregory</b> Business Development Specialist
<b>Ryan Beard</b> Municipal Sales Account Manager	<b>Eric Krauss</b> Commercial and Roll-Off Route Manager		<b>Larry Stafford</b> Facility Maintenance	
<b>Jen Sembera</b> Recycling and Compost Coordinator	<b>Kevin Linder</b> Commercial Supervisor		<b>Randy Whitaker</b> Compactor Maintenance	



# Company Overview

## A Texas Family Owned and Operated Company

- Founded in 1977 by brothers Bob and Jim Gregory
- One of the largest independently-owned solid waste collection, processing and disposal companies in the nation
- A local, fully integrated waste services company including an award winning Type 1 Municipal Solid Waste Landfill, Materials Recovery Facility (MRF), Large-scale Compost Facility, and Portable Restroom and Site Services operation
- Located just 17.5 miles from ABIA on a 2,000+ acre site in southeast Travis County
- Residential and Municipal, Commercial, Temporary and Permanent Roll-Off, Portable Restrooms, and Special Event services



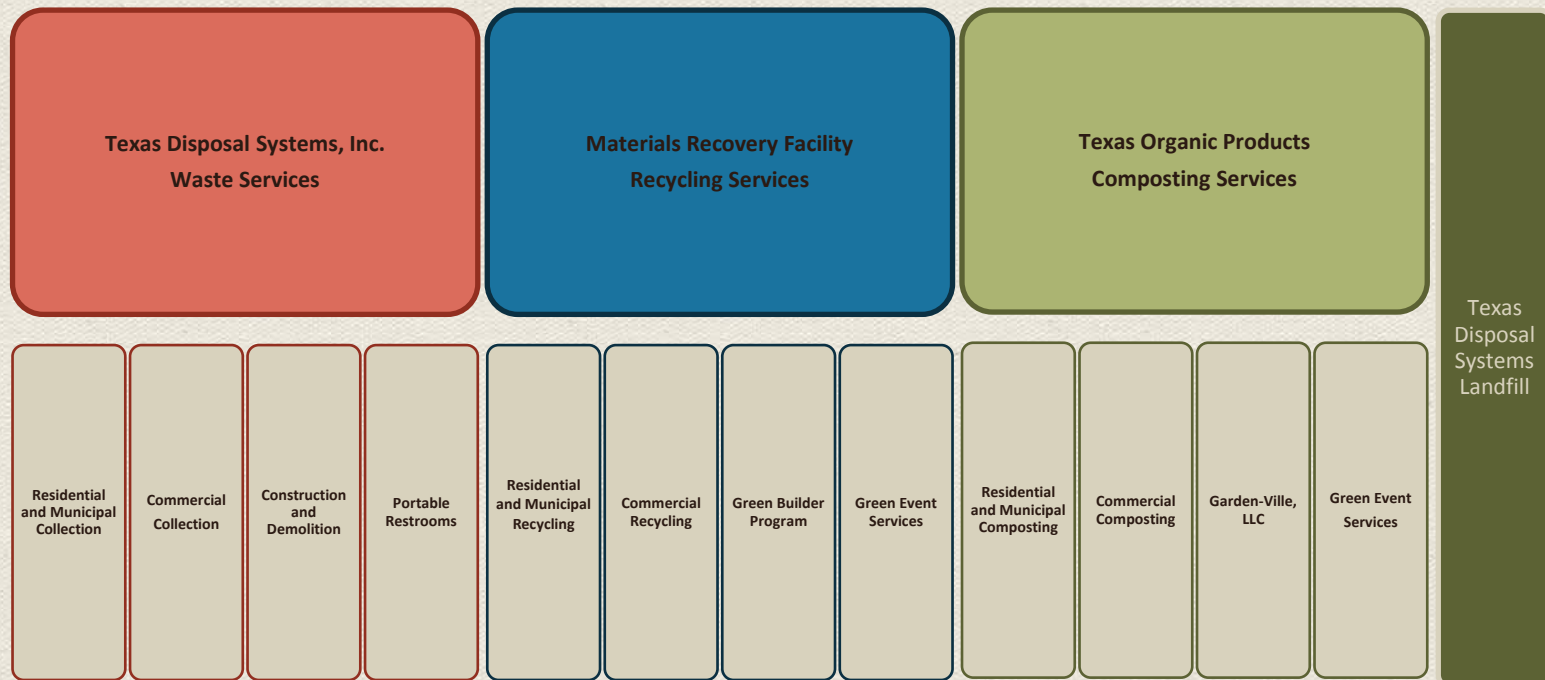
# Company Overview

## TDS Awards and Recognition

- **Solid Waste Association of North America (SWANA)  
Landfill Management Gold Award**
- Ebby Halliday and Maurice Acers Business/Industry Award – 1<sup>st</sup> place in state, Keep Texas Beautiful
- Winner of the Ethics in Community award – Large business division
- San Marcos Chamber of Commerce Green Business of The Year – Large business division
- American Trucking Association, 1st Place in the Nation in Fleet Safety for Texas Landfill Management and Acme Iron Metal--TDS sister companies
- Liberty Mutual Gold Award for Fleet Safety
- Texas Motor Transportation Association 1st Place Fleet Safety award

# Organization Structure and Operations

## Texas Disposal Systems





# Organization Structure and Operations

## Texas Disposal Systems Landfill, Inc. (TDSL)



- The TDS landfill is a Municipal Type 1 landfill with more than 25 years of landfill life remaining.
- Received Gold Level award from the Solid Waste Association of North America.



# Organization Structure and Operations

## Texas Disposal Systems Landfill

- Locally owned and operated
- 25+ years of landfill life remaining
- Never opposed by any environmental group
- Never fined for an environmental violation
- National recognition for adhering to the highest environmental standards
- Processes between 2,000 – 3,000 tons of trash per day
- Citizen's Resale Center



# Organization Structure and Operations

## Texas Disposal Systems Hauling and Collection



TDS Front Load Collection Truck



TDS Roll Off Truck with Self Contained Compactor

38 years of trash collection experience



# Organization Structure and Operations

## Materials Recovery Facility (MRF)



Located at the TDS 2,000-acre facility, the TDS MRF is a 107,000 sq. ft. facility that can process approximately 300 tons of recyclable material per day.

# Organization Structure and Operations

## TDS Materials Recovery Facility (MRF)

- Opened in October 2010
- LEED Silver Certified
- Constructed from refurbished and repurposed materials
- Notable MRF Contracts include: City of Austin, City of Georgetown, City of Kyle, City of San Marcos, City of Buda, Travis County, Texas Department of Transportation
- Materials currently accepted by the MRF;
  - Metal (including aluminum and tin)
  - Paper and Cardboard
  - Plastics 1-7
  - Glass



# Organization Structure and Operations

## The MRF Process





# Organization Structure and Operations

## Large-scale Compost Facility



TDS began diverting compostable material from its landfill in 1991.



# Organization Structure and Operations

## Large-scale Compost Facility

- TDS began diverting compostable material from the landfill in 1991.
- Materials currently accepted by the Large-scale Compost Facility;
  - ALL food and paper products
  - **Meat, dairy, and bones**
  - Paper products contaminated by food (e.g. paper napkins and plates, milk/juice cartons, contaminated cardboard)
- Composting process



# Organization Structure and Operations

## City of Austin Universal Recycling Ordinance (URO)

- “By Oct. 1, 2018, all food enterprises will be required to ensure their employees have convenient access to organics diversion services.”  
- Source: <http://austintexas.gov/uro>
- Partnership with TDS can ensure compliance with the recycling requirements immediately and composting diversion requirements within six (6) months.
- Composting diversion program can be expanded to include post consumer.
- Weight of food waste and paper makes up large percentage of diversion.



# TDS Experience and Implementation

## Independent School Districts

TDS has implemented diversion programming throughout 10 school districts and 6 charter and Private schools in Texas.

- TDS provides ongoing training and education for staff and students including presentations and signage templates.
- <http://www.greenschoolsolutions.com/>
- TDS has implemented Composting in the Cafeterias in 7 Independent School Districts.

Austin Independent School District (AISD): January 1, 2011 – Present

- Single Stream Recycling, Landfill and the Composting in the Cafeterias in all elementary schools.
- Now expanding the Composting into some middle schools at AISD.

Since the start of the program, AISD has diverted 9,337,107 lbs. of Compost material and 10,337,874 lbs. of Recyclable material from the landfill.

# TDS Experience and Implementation

## Austin City Limits (ACL) and Special Events

The Green Events Team was established in 2009 with the goal of providing Single Stream Recycling and Compost diversion to events throughout the Austin area.



Diversion Totals from Austin City Limits Festival												
Year	LF Tons	Recy Tons	Organic Tons	Total Tons	LF %	Divert %	LF Yds	Recy Yds	Organic Yds	Total Yds	LF %	Divert %
2005	151.20	6.91	0.00	158.11	95.6%	4.4%	4405	280	0	4685	94.0%	6.0%
2006	149.33	10.89	0.00	160.22	93.2%	6.8%	3220	1350	0	4570	70.5%	29.5%
2007	121.51	15.06	0.00	136.57	89.0%	11.0%	2968	1050	0	4018	73.9%	26.1%
2008	121.24	55.63	0.00	176.87	68.5%	31.5%	2610	1870	0	4480	58.3%	41.7%
2009	116.00	51.50	12.00	179.50	64.6%	35.4%	2570	2340	185	5095	50.4%	49.6%
2010	109.20	59.50	6.00	174.70	62.5%	37.5%	1649	2175	375	4199	39.3%	60.7%
2011	96.43	56.36	7.49	160.27	60.2%	39.8%	1430	2162	115	3707	38.6%	61.4%
2012	106.58	62.51	31.82	200.91	53.0%	47.0%	1618	2314	193	4125	39.2%	60.8%
2013	173.36	156.11	12.51	341.98	50.7%	49.3%	1965	3721	420	6106	32.2%	67.8%
2014	146.54	140.04	12.00	298.58	49.1%	50.9%	1947	3627	315	5890	33.1%	66.9%



# TDS Experience and Implementation

## 3-Stream Customer Accounts

- Circuit of The Americas, *November 2012 – Present*
  - Trash, Recycling, Composting collection and disposal
  - Portable Restrooms
  - RV Management
- X Games, June 2014
  - Trash, Recycling, Composting collection and disposal
  - Concrete disposal
  - 80.8% diversion
- Dell Diamond, *March 2012 – Present*
  - Trash, Recycling, Composting collection and disposal
  - Roll-Off service
  - 70% diversion rate in the first year of implementation
- W Hotel Austin, *January 2011 – Present*
  - Trash, Recycling, Composting collection and disposal
  - Over 65% diversion for 2014



# TDS Experience and Implementation

## City of Austin Central Business District

- Response times for both event driven and seasonal collection service.
- Response and service increases during busy times.
- Single point of contact for questions and troubleshooting.
- Currently proving waste and recycling services. In discussions with the City and select companies to start a Composting Pilot Program.
- Experience in meeting City of Austin contract obligations.



# TDS Experience and Implementation

## Large Account Transitions

For all large account transitions, TDS assembles a transition team which includes members from the following Departments;

- Billing
- Customer Care
- Human Resources
- Sales
- Operations

TDS Currently Services;

- 100+ Municipal, HOA, and MUDs
- 6 Universities
- 13 Independent School Districts
- Multiple governmental agencies



# City of Austin Department of Aviation and TDS

## Why is TDS the Best Solution for the City of Austin?

As a long term partner with TDS, the Aviation Department will be the beneficiary of the following value propositions;

- A facility operator that has set the standard for responsible management of environmentally compliant solid waste facilities and neighbor friendly operations.
- A partner with a national reputation for integrity and principled management.
- An operator that measures its success not only by financial performance, but also by its positive impact on the community, its employees, and the environment.
- A facilities operator with a demonstrated history of diverting as much waste from landfill disposal as is economically feasible. Large-scale operations like ABIA depend upon TDS's expertise to maximize diversion. We bring this successful track record, expertise, and facilities to ABIA to be a leading example of diversion in the City.



# City of Austin Department of Aviation and TDS

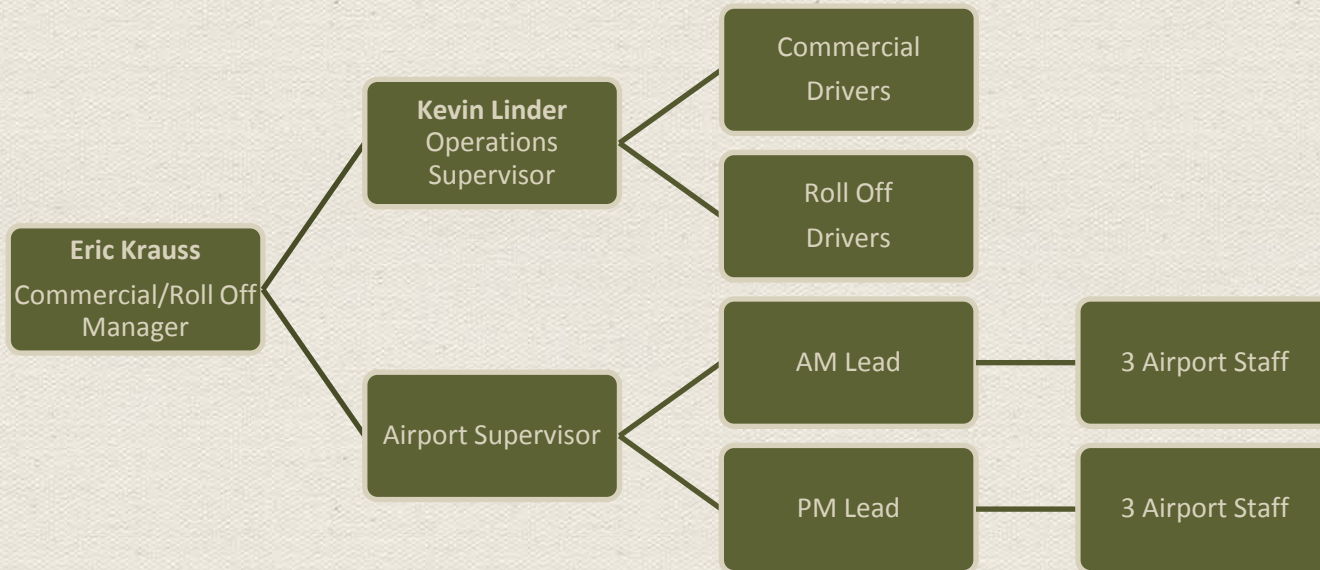
## How will the City benefit from the TDS solution?

- Customizable reporting options to track the Department's success in achieving the City's diversion goals.
- A 'one stop shop' company to handle all of your waste, recycling, and composting needs.
- TDS's ability to immediately and efficiently assist the Department in meeting the City's URO Composting requirements ahead of schedule.
- TDS's ability to accept and process meat and dairy in compost dramatically improves the overall organics diversion program's effectiveness.
- Proven education and training by knowledgeable TDS staff is designed to increase efficiency in all operations.
  - We have trained over 200 schools, a stadium, and several Fortune 500 companies to successfully recycle and compost both pre and post consumer materials. We bring this history of success to the ABIA.
  - The in-house staff TDS proposes are TDS staff who will be trained to maximize diversion.
- A plan to succeed immediately as well as a plan to grow with ABIA in both size and diversion percentage.



# Work Plan/Task

## ABIA Onsite Organizational Structure



TDS has a facility maintenance team, a container maintenance team, and a truck maintenance team available on a 24/7, on-call basis to handle maintenance service requests.



# Work Plan/Task

Describe a routine work day at the airport. How would you respond in the following scenarios:

- 2 CY carts under the trash/recycle chutes are backing up and overflowing on to the ground.

TDS Staff is readily available to ensure that the grounds surrounding our containers are free from trash and debris. Modifications to the current chute/cart system may reduce the chances of the chutes backing up and overflowing on to the ground.

- 2 CY cart is broken and needs to be taken out of service for maintenance.

In an effort to prevent this type of scenario, TDS proposes to have sufficient equipment to allow for maintenance and repairs without negatively impacting service.

## General Rates

Type	Size	Freq	Rates
MSW Hauling & Disposal			
FL Trash- dedicated route	8	1	\$214.00
FL Trash- dedicated route	8	2	\$406.00
FL Trash- dedicated route	8	3	\$598.00
FL Trash- dedicated route	8	4	\$790.00
FL Trash- dedicated route	8	5	\$982.00
FL Trash- no dedicated rte	8	1	\$143.00
FL Trash- no dedicated rte	8	2	\$265.00
FL Trash- no dedicated rte	8	3	\$387.00
FL Trash- no dedicated rte	8	4	\$508.00
FL Trash- no dedicated rte	8	5	\$630.00
Dedicated rte w/ weight report	6x8yd	1 day	\$500.00
FL Recycle	6	1	\$100.00
FL Recycle	8	1	\$107.00
FL Food Waste	6	1	\$179.00
Trash extra	6	each	\$95.00
Trash extra	8	each	\$105.00
Recy extra	6	each	\$85.00
Recy extra	8	each	\$95.00
Food Waste extra	6	each	\$150.00
Roll-off trash haul	20	each	\$262.00
Roll-off trash haul	30	each	\$285.00
Roll-off trash haul	40	each	\$307.00
Roll-off recycle haul	20/30/40	each	\$217.00
Roll-off delivery (temp)	20/30/40	each	\$111.00
Roll-off transportation	30	each	\$217.00
+ tires 15" or smaller		each	\$7.00
+ tires 16" to 19.5"		each	\$14.00
+ tires 20" to 24"		each	\$18.00
+ tires 25" to 28"		each	\$35.00
+ tires 29" to 38"		each	\$52.00
+ tires 39" to 48"		each	\$70.00
		60% of	
+ metal rebate		each	AMM high-side
Roll-off contaminated soil	20	each	\$1,063.00
Roll-off clean rubber haul	30	each	\$783.00
Compactor trash haul	35	each	\$379.00
Compactor recy haul	35	each	\$259.00
Compactor food haul	35	each	\$379.00
Compactor food haul	30	each	\$368.00
Compactor food haul	25	each	\$353.00
Compactor food haul	15	each	\$323.00
Equipment & On-Site Staffing			
RO rental (open top)	20/30/40	per mo	\$90.00
FL lockbar	any		\$15.00
Compactor Rental	35	per mo	\$374.00
Compactor Rental	30	per mo	\$360.00
Compactor Rental	25	per mo	\$346.00
Compactor Rental	15	per mo	\$342.00
Tipplers	n/a	per mo	\$236.00
2yd trainable FL	2	per mo	\$105.00
Tug	n/a	per mo	\$469.00
Electric assist pallet jack	n/a	per mo	\$22.00
Compostable Bags	45gal	per case	\$71.00
On-site staffing		per mo	\$71,124
Maintenance call out		each	\$125.00
After hours Maint. call out		each	\$200.00
Maintenance rate		per hr	\$105.00
Parts markup			33%
Light bulbs			
Straight fluorescent bulbs	< 5'	each	\$0.38
Straight fluorescent bulbs	5'-8'	each	\$0.73
Straight fluorescent bulbs	9'-12'	each	\$0.86
Shielded or coated lamps		each	\$2.06
U-Bend or circular lamps		each	\$0.53
HID bulbs		each	\$1.24
Compact w/ ballast		each	\$0.65
Compact w/out ballast		each	\$0.53
Drum- crushed lamps	55gal	each	\$319.00
Batteries			
Transportation of batteries		per trip	\$194.00
Alkaline batteries (recycle)		per lb	\$0.99
Lithium batteries		per lb	\$6.25
Zinc Carbon batteries		per lb	\$1.24
Lead acid batteries		per lb	\$0.49
Nicad batteries		per lb	\$1.06
PCB containing ballast		per lb	\$0.69
non-PCB containing ballast		per lb	\$0.44
Hazardous & Non-Hazardous Waste			
Transportation of hazardous & non-hazardous waste		per trip	\$665.00
Drum- toxic lab pack	55gal	each	\$693.00
Drum- class 1 waste	55gal	each	\$83.00
Drum- toxic lab pack	55gal	each	\$693.00
Drum- flammable lab pack	55gal	each	\$227.00
Drum- aerosols	55gal	each	\$227.00
Chemist		per hour	\$150.00
Emergency Response (project manager, 3 technicians, truck & standard trailer)		per hour	\$438.00
Oil			
Disposal		per gal	\$0.00

for COA-  
owned  
equipment





## MEMORANDUM

**To:** Sai Xoomsai Purcell, Karen Devane, Carrie Stefanelli  
**CC:** Robert D. Goode, Assistant City Manager  
Urcha Dunbar-Crespo, Purchasing Director  
**From:** Bob Gedert, Director  
Austin Resource Recovery (ARR)  
**Subject:** Austin Aviation Department Total Waste Management Contract  
**Date:** October 8, 2014  
**Re:** **Aviation Department RFP 8100**

The purpose of this memo is to summarize the Austin Resource Recovery review of the Aviation Department waste disposal bid document labeled "RFP 8100", as required by City Council (3/7/13) in regards to any possible waste diversion opportunity, a review of the disposal environmental provisions, and determination of the requirement for ZWAC review.

### **Type of Waste Stream:**

The purpose of RFP 8100 proposed bided contract is "to provide total waste management services for the Department of Aviation (Department) at multiple locations at the Austin-Bergstrom International Airport (ABIA) campus." The responsibility of the contractor is to "provide all equipment and be responsible for the management of all waste collection including solid waste, recyclables, organics, and regulated waste on the ABIA campus. The Contractor will also provide consultation and implementation on streamlining and improving waste management practices."

### **Diversion Opportunities:**

Materials identified above are suitable for recycling, composting, and/or beneficial reuse.

### **Environmental safeguards:**

The bid document does include the appropriate waste documentation (through required manifests) and the City's right to perform environmental audits. The bid document also requires "compliance with all laws, ordinances, specifications, rules and regulations, for this service as established by the City of Austin, State of Texas, State Board of Health, U.S Environmental Protection Agency, and any other applicable federal, state, or local governmental provisions prevailing during the term of this agreement. Contractor shall comply with all applicable provisions of the City of Austin Universal Recycling Ordinance (URO) and any future amendments to the URO. "

The Director of ARR commends Purchasing and Aviation Departments for inclusion of the Universal Recycling Ordinance requirements in this bid document. ARR has no additional environmental requirements beyond the environmental safeguards required in the proposed bid document.

**Zero Waste Advisory Commission (ZWAC) Review:**

The waste streams identified is included in the purview and responsibility of the Zero Waste Advisory Commission, as noted in the Commission's by-laws. This contract is required to be presented to the Commission for ZWAC review and recommendation.

**Consolidation of city waste-hauling contracts:**

The type of material stream identified cannot be combined with other City general solid waste (dumpster) contracts, due to aviation security measures. The requirements of this contract include the full campus of the Austin-Bergstrom International Airport (ABIA), including secured and unsecured areas. The nature and volume of material handled through this contract is best suited as an independent contract for services, separate from the anticipated city-wide hauling contract. Therefore, there is no need to coordinate its start and end date with the city-wide contract.

**Recommendation**

This contract is very well prepared for the type of waste stream identified. ARR has the following additional recommendations for consideration:

- Add or refine "3.16 Organics" definition to include: "Organic materials include yard trimmings, food scraps, wood waste, and food contaminated paper and paperboard products"
- Replace "3.17 Recyclables" definition with: "Material that has reached the end of its current use that can be processed into material utilized in the production of new products. Examples include, but not limited to, beverage containers, newspaper, office paper, cardboard, steel cans, etc. " (expand list to include the most common recyclables captured at ABIA)
- Add requirement for uniform labeling of "recycling", "organics", and "landfill waste" containers, carts, and equipment to avoid cross contamination and add consistency of service.
- Where possible, color code containers through label color or container surface color to represent each material type: blue for recycling, green for organics, brown for landfill waste. This is particularly important on compactors and hauling equipment to avoid cross contamination.
- Section 6.2.7 – add time requirement for solid waste characterization report. For instance, within 3 months of contract start date.
- Section 6.3.2 requires monthly reports on weights and diversion activity – I suggest offering a required format for reporting data. A city generated report format can avoid confusion in contractor reporting requirements. ARR staff can assist if needed.

Thank you for adding the City of Austin Zero Waste goals in Section 1.0 Purpose.